



**STATE OF LOUISIANA**  
**Division of Administration**  
**Office of Technology Services**

**REQUEST FOR PROPOSALS**  
**For**  
**LEAP 2025 Assessment Administration**

**RFP #: 815200-20150723001**

**July 23, 2015**

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### 1.0. GENERAL INFORMATION

#### 1.1 Purpose

The Louisiana State Board of Elementary and Secondary Education (BESE) and the Louisiana Department of Education (LDOE) are committed to ensuring every student is on track to be successful in post-secondary education and the workforce through their comprehensive plan – *Louisiana Believes*.

Louisiana Believes is a plan focused on high standards for students, empowered and accountable educators, and family choice in educational options. In accordance with federal laws 20 USCS § 6311 *et seq.*, the Louisiana Constitution, Art. VIII, § 3, Louisiana laws (Louisiana Revised Statutes 17:7 *et seq.*, 17:10.1 *et seq.*, 17:24 *et seq.*, 17:3902 *et seq.*, R.S. 17:3981 *et seq.*, and R.S. 17:4015 *et seq.*), BESE policy and directives, and any other applicable laws, the LDOE is required to deliver high-quality, Louisiana-specific assessments across K-12 public schools.

Through this Request for Proposals (RFP), the Division of Administration's Office of Technology Services (OTS) on behalf of LDOE is soliciting competitive written proposals from qualified proposers to secure services for the administration, scoring, and reporting of Louisiana standards-based assessments ("LEAP 2025") to be administered in the 2015–2016 and subsequent school years.

This Request for Proposals (RFP) is issued by the State for the purpose of:

1. securing and managing a comprehensive Assessment Delivery Platform (ADP) that will support the content delivery, test administration, scoring, and reporting of state-level summative assessments;
2. administering and delivering summative assessments for grades 3–8 and high school;
3. administering and delivering summative assessments for small populations (e.g., students with cognitive disabilities and limited English proficient students);
4. administering tests that are designed to be accessible for use by the widest possible range of students, including but not limited to students with disabilities and students with limited English proficiency;
5. administering tests in both paper-based and online formats;
6. producing valid and reliable scores with performance levels that are comparable to a significant number of states across the country;
7. delivering state-, district-, school-, and student level reports that are easy-to-understand and indicative of progress toward college and career readiness;
8. managing and storing historical assessment results to support student performance analysis, evaluation and tracking;
9. delivering data files and reports securely with assurance of student privacy protection and reflecting compliance with all applicable federal and state laws and requirements; and
10. securing and managing a comprehensive assessment delivery platform for the purpose of delivering the following non-summative assessments:
  1. K–2 formative assessments;
  2. K–3 developmental skills;
  3. Beginning-of-year diagnostic assessments for grades 2–8;
  4. Interim assessments predictive of end-of-year performance for grades 3–high school;
  5. District formative assessments;
  6. Classroom assessments; and
  7. Other statewide formative assessments.

### *Summative Assessments*

The purpose of this RFP is to obtain a Contractor for activities related to ongoing, high quality, and error-free assessment administration, scoring, and reporting of statewide summative assessments in English language arts/Literacy (ELA), mathematics, science, and social studies in grades 3–8 and high school – LEAP 2025. The Contractor obtained through this RFP must also be able to provide additional statewide summative assessments for students with significant cognitive disabilities and students with limited English proficiency.

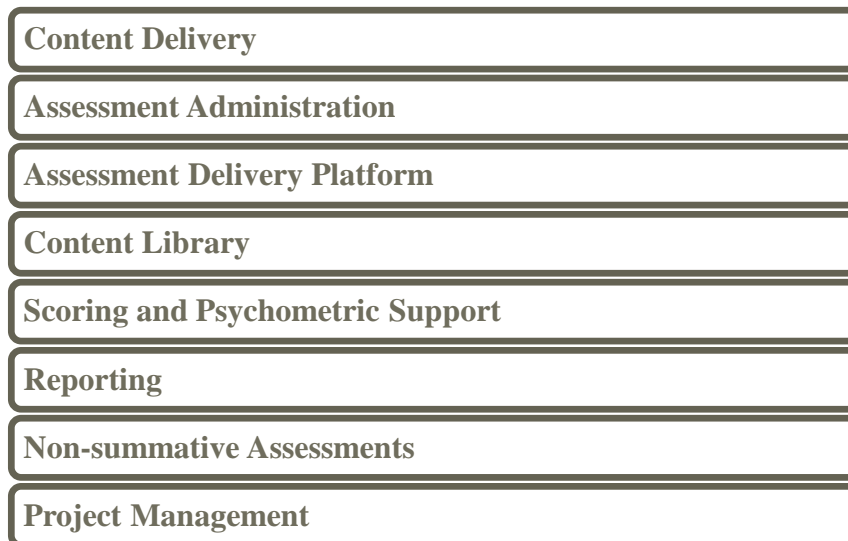
### *Non-Summative Assessments*

This RFP also seeks a platform for high quality, error-free assessment delivery, scoring, and reporting of non-summative assessments at the state, district, and classroom levels.

### *Requests for Proposals Structure*

This RFP is divided into 8 sections for readability and communication purposes. See **Figure 1: RFP Structure** for a high-level list and **Table 1: Summary of RFP Structure** for an overview of each section. The scopes of work, as well as the functional and technical requirements for each section are defined in [Attachment I](#).

**Figure 1: RFP Structure**



This RFP also details required state-level assessment delivery formats [paper-based tests (PBT) and computer-based tests (CBT)], as well as the State’s preferred transition plan to computer-based testing (outlined in **Table 9: Computer-based Testing Transition Plan**). However, depending on the final award and timelines, the State reserves the right to alter when tests will be administered as computer-based or paper-based. The final determination regarding which tests will be computer-based or paper-based is solely at the State’s discretion. Additionally, the ability to deliver a paper-based test to a small population of accommodated students (e.g., typically less than 1% of all students) shall be required throughout the entirety of the contract period.

### *Assessment Delivery Platform*



The Louisiana Department of Education's (LDOEs) primary goal with respect to a comprehensive assessment delivery platform (ADP) is to access and utilize a platform that has the ability to support state-wide summative and potentially state- and locally-administered non-summative assessments. The platform may be a proprietary or open source solution, and shall be customizable by the State to ensure all assessment activities and technology supports are in compliance with state and federal policies. The platform shall ensure the security of student data and secure assessment data. Proposers are required to offer a customizable commercial off-the-shelf (COTS) summative assessment platform. The State is willing to consider a phased implementation and design approach for all or part of the summative components as well as the non-summative assessment. Proposers should refer to [Section 9.2](#) to learn more about federal and state-specific statutes regarding student privacy and the sharing and storage of data.

### *Non-Summative Assessments*

**NOTE:** The scope of services and technical and functional requirements related to all summative assessments outlined in this RFP require a response from all Proposers and will result in a single award.

For the purpose of this RFP, non-summative assessments are referenced as option 1, 2, 3, 4, 5, 6 or 7 and shall be itemized on an individual cost sheet outlined in [Attachment V: Cost Proposal Requirements](#). The State may contract for all or a partial list of the non-summative assessments and reserves the right to implement all or part of the non-summative assessments at the onset of the contract or through a phased approach over the contract period as deemed appropriate by funding availability and development timelines.

The following list summarizes the non-summative assessment referenced in this RFP:

- **Option 1:** K–2 formative assessments,
- **Option 2:** K–3 developmental skills,
- **Option 3:** Beginning-of-year diagnostic assessments for grades 2–8,
- **Option 4:** Interim assessments predictive of end-of-year performance for grades 3–high school,
- **Option 5:** District formative assessments,
- **Option 6:** Classroom assessments, and
- **Option 7:** Other statewide formative assessments.

### **1.2 Background**

Since 1999, Louisiana has administered statewide summative assessments to measure student performance and for accountability purposes. Per federal and state laws, the State will continue to administer assessments in Grades 3 through high school.

In March, the constitutionally-created Board of Elementary and Secondary Education ([BESE](#)), called on the LDOE to present a plan to secure future assessments while maintaining comparability across states, consistency for educators, and strong accountability.

This Request for Proposals (RFP) is to receive, from multiple Proposers, competitive proposals for Louisiana state assessments to be administered, scored, and reported in 2016 and beyond, in accordance with applicable state laws and federal regulations.

The assessments delivered through this RFP will end duplicative testing and seamlessly align grade 3 through high school assessments, with access to optional formative tools that align to the summative assessments, as well as assessment tools to meet the needs of students with significant cognitive

disabilities and English language learners. The comprehensive assessment package (K–high school) results in a cohesive assessment system that holds high expectations for students, provides educators and parents information about students’ readiness for college and career, and provides for comparisons of Louisiana students to students in other states as mandated by state law.

### **1.3 Scope of Services**

[Attachment I](#) details the scope of services and deliverables or desired results that the State requires of the Contractor.

### **1.4 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period shall apply not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process shall include but shall not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor shall contact each other with respect to the existing contract only. Under no circumstances shall the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposer’s disqualification. Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.145.A.8;
2. Duly noticed site visits and/or conferences for bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters shall include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

This RFP is available in electronic form at the Office of State Purchasing’s LAPAC website <http://www.doa.louisiana.gov/osp/lapac>, or by submitting a written request to the RFP Coordinator/Blackout Period Contact.

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 *Expected Time Period for Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2015 and continue through August 31, 2018 with the option for three additional three-year contract renewals. The State has the right to contract for up to twelve years.

Ongoing hardware and software maintenance shall be included in Attachment V: Cost Proposal Requirements for the maximum length of the contract. Attachment V shall also include costs for a minimum of one technology refresh of the software included in the contract within each renewal period. Additional technology refreshes and costs may be included as deemed necessary by Proposers. Attachment V shall be inclusive of all technology costs to be incurred by the State for the maximum length of the contract.

The State reserves the right to award and fund any and all activities of this project based upon the availability of funds and the timelines by which the State will phase in components and/or requirements in this RFP. The successful Proposer should be prepared to begin work according to the timeline and payment schedule proposed by the LDOE. Any of the standard project components specified in the RFP and in the winning proposal are subject to exclusion from any resulting contract at the discretion of the LDOE, including a corresponding reduction in contract amount.

The annual continuation of the contract shall be contingent upon the availability of funds for the project and the continued favorable evaluation of the contractor's performance by the Department of Education and the Office of Technology Services at the end of each contract year. The Proposer should be prepared to begin initial contract activities on September 1, 2015. The RFP will result in a contract in the form of [Attachment IV](#).

### **2.2 *RFP Coordinator***

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator/Blackout Period Contact listed below:

**Matthew Vince**

Office of Technology Services  
Division of Administration  
P.O. Box 94095  
Baton Rouge, LA 70804-9095  
FAX: (225) 219-9465  
PHONE: (225) 342-7105  
EMAIL: [pmo@la.gov](mailto:pmo@la.gov)

This RFP is available in electronic form at: <http://wwwprdl.doe.louisiana.gov/osp/lapac/pubmain.cfm> in either PDF or Microsoft Word format or in printed form by submitting a written request to the RFP Coordinator/Blackout Period Contact.

### **2.3 *Proposer Inquiries***

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator/Blackout Period Contact as listed below:

**Matthew Vince**

Office of Technology Services  
Division of Administration  
P.O. Box 94095  
Baton Rouge, LA 70804-9095  
FAX: (225) 219-9465  
PHONE: (225) 342-7105  
EMAIL: [pmo@la.gov](mailto:pmo@la.gov)

Hand deliver or Courier to:  
Office of Technology Services  
Division of Administration  
1201 N. Third St., Suite 2-130  
Baton Rouge, LA 70802  
Attn: Matthew Vince

The State will consider written Proposer inquiries and requests for clarification to the content of this RFP or Scope of Services from potential Proposers in accordance with the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at 225-219-9465 by **3:00 p.m. CT** on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator/Blackout Period Contact will be deemed to require an official response. Official responses to each of the questions presented by the Proposers will be posted by the date specified in the calendar of events at <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

Only the RFP Coordinator/Blackout Period Contact has the authority to officially respond to Proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

### **2.4 Non-mandatory Pre-proposal Conference**

A non-mandatory pre-proposal conference will be held at (01:00 P.M CT, August 04, 2015 at the Louisiana Office of Technology Services, Claiborne Building 1201 N. Third St., Baton Rouge Louisiana 70802 Suite 2-212). The purpose of the conference is for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint ventures intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

### **2.5 Calendar of Events**

Event	Date / Time (CT)
RFP mailed to prospective Proposers; posted to LaPAC; and Blackout Period begins	07/23/2015

## LEAP 2025 Assessment Administration RFP

Non-mandatory pre-proposal conference To be held at: La. Division of Administration – Office of Technology Services Claiborne Building 1201 N. Third Street Suite 2-212 - OTS Conference Room Baton Rouge, LA 70802	08/04/2015 1:00PM CT
Deadline for receiving Proposers inquiries	08/12/2015 3:00PM CT
Issue responses to Proposers inquiries	08/19/2015 3:00PM CT
Proposal submission deadline	08/27/2015 3:00PM CT
Oral Presentation if needed	TBD
Announce award of Contractor	TBD

**NOTE:** The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

### 2.6 Definitions

Administrative Error (AE) Retests	Retests made available on behalf of students whose tests are voided due to administrative errors in order to provide valid test results for high-stakes decisions (e.g., 4 <sup>th</sup> , 8 <sup>th</sup> , high school).
Business Day	A business day is considered every official working day of the week (e.g. Monday through Friday).
Confidential Information	Refers to items that should be kept private. This can include documents, images, or audio materials. Conversations are also commonly subject to privacy, especially in client-professional relationships. If information is not public then it generally has an owner, which can be an individual or an organization. In most cases, only the owner is permitted to share or authorize the sharing of private items.
Constructed-Response (CR) Items	Constructed-response items require a student to respond to a specific prompt or question; these items generally require high-order thinking. Also describes writing prompts for ELA and extended-response item sets for social studies and science assessments.
Contractor	Any person, organization, or company having a contract with a governmental body.
Could, Should, May	These terms denote an advisory or permissible action.
FERPA	Family Educational Rights and Privacy Act
Extended-Response (ER) Item	Item that includes a performance task(s) such as writing in response to text, or completion of a task requiring justification, etc.
Unique student identifier (GUID or UID)	The Department of Education is building a unique student identifier system to replace social security numbers as the primary identifier. The unique student identifier is ten numeric digits and does not include students' PII. The unique student identifiers will be assigned to all students enrolled in Louisiana public elementary and secondary schools by June 1,

	2015.
Louisiana Procurement and Contract Network (LaPAC)	The State's online electronic bid posting and notification system located on the Office of State Purchasing <a href="http://www.doa.louisiana.gov/osp">http://www.doa.louisiana.gov/osp</a> and is available for Contractor self-enrollment.
LEA	Local Education Agency (e.g., school district, charter school, laboratory school, nonpublic)
LDOE	Louisiana Department of Education
Non-summative Assessments	<p>A set of assessments designed to assess and monitor student learning at various points in the school year including but not limited to diagnostic and formative assessments.</p> <p>A diagnostic assessment is an assessment that provides data to identify how well students have learned or are prepared to learn concepts and skills.</p> <p>A formative assessment is a process used by students and teachers during instruction that provides feedback to adjust ongoing teaching and learning</p>
OTS	Division of Administration – Office of Technology Services
State of Louisiana	LDOE and/or OTS
Summative Assessments	An assessment designed to measure a student's knowledge and skills at the end of an instructional period, such as an entire school year or at the conclusion of a course.
Personally Identifiable Information (PII)	<p>Information about an individual that can be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to the following:</p> <ul style="list-style-type: none"><li>• Any information that can be used to distinguish or trace an individual's identity such as full name, social security number, date and place of birth, mother's maiden name, or biometric records</li><li>• Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information</li><li>• Two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person</li></ul>
Proposer	Company or firm responding to this RFP
Selected-Response Items	Item that requires students to select, rather than write, their answers (includes both multiple-choice and multiple-select items).
Shall, Will, Must	The terms denote mandatory requirements.
Interactive Items	Item that requires specialized interaction(s) (e.g., drop-down menu, drag-and-drop capability, fill-in-the-blank, hotspot, or an equation/text editor) to provide a response.
Accountability Code	A system of codes utilized in the registration and online cleanup processes to indicate justification for a student not participating in a particular assessment (e.g., moved out of state, hospitalized). Accountability codes are used to ensure the accuracy of school and district performance scores.

### 3.0 PROPOSAL INFORMATION

#### 3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP should submit a proposal containing the information specified in [section 4.0](#). The fully completed proposal with original signatures by an authorized representative must be received in printed and electronic version (as required in section 4.0) by the RFP Coordinator/Blackout Period Contact designated above by the deadline date specified in the Calendar of Events. **Fax or e-mail submissions are not acceptable.**

It is solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

#### 3.2 *Minimum Qualifications of Proposer*

The work tasks described in the RFP constitute a large, complex, and challenging project that requires year-round activity and close attention. The Proposer shall provide a sufficient number of qualified personnel to work closely with the State to manage the contract. Proposers must carefully consider the human resources necessary to complete the work activities of the RFP and will demonstrate in their proposals that they have sufficient human resources to complete project work in a timely manner. Companies should consider submitting a proposal only if they are committed to assigning the staff and full time equivalents necessary to complete a project of this magnitude.

Proposers of this RFP must meet the following minimum qualifications and must demonstrate the company's and its staff's experience and ability to perform the following services:

- Design and customization of a COTS enterprise-level Assessment Delivery Platform (ADP) specific to the needs of State government and educational entities.
- Develop and implement software capable of administering, delivering, scoring and reporting on state-level summative assessments.
- Create high-quality training programs, materials, and resources for State and LEA staff.
- Be knowledgeable in system requirements, definitions, and analysis as well as test plan design, execution, and performance measures.
- Be able to work independently, leverage previous experience, and lead specific tasks.
- Have five (5) years prior experience in working on projects similar in size, scope, technical requirements, and function to the proposed contract.
- Provide names, titles, addresses, e-mails, and telephone numbers of three references where similar projects have been developed and implemented. The proposal review process may include a survey of any references provided.
- Provide a brief description of similar projects where the Proposer developed and implemented a customized online summative assessment system in which more than 100,000 students are tested per year. The Proposer must include the names, titles, addresses, e-mails, and telephone numbers of the associated client for each project described. The proposal review process may include a survey of any references provided.

Proposers should also meet the following additional minimum qualifications and demonstrate the company's and its staff's experience and ability to perform the following services:

- State-level Non-summative Assessment Qualifications:



- Develop and implement an Assessment Delivery Platform (ADP) capable of administering, delivering, scoring, and reporting on state-level non-summative assessments.  
*NOTE: It is preferred that the non-summative ADP be the same as the ADP for the summative assessments.*
- Provide a mechanism for importing external assessment data for data warehousing and reporting.
- District- and/or Classroom-level Non-summative Assessment Qualifications:
  - Develop and implement an Assessment Delivery Platform (ADP) capable of creating and delivering non-summative assessments.
  - Provide a mechanism for importing external assessment data for data warehousing and reporting.
  - Provide manuals, guides, training and support to district- and school-level staff that will utilize the platform for district- and classroom-level non-summative assessments.

### 3.3 ***Determination of Responsibility***

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- Is able to comply with the proposed or required time of delivery or performance schedule.
- Has a satisfactory record of integrity, judgment, and performance.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

#### 3.3.1 ***Right to Prohibit Award***

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

### 3.4 ***RFP Addenda***

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprdl.doe.louisiana.gov/osp/lapac/pubmain.cfm>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.



### **3.5      *Waiver of Administrative Informalities***

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **3.6      *Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest. Further, the State reserves the right to cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

### **3.7      *Withdrawal of Proposal***

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator/Blackout Period Contact.

### **3.8      *Subcontracting Information***

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however they shall acknowledge in their proposal total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

### **3.9      *Ownership of Proposal***

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

### **3.10     *Proprietary Information***

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of

submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should submit a redacted copy along with your proposal. If you do not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

### ***3.11 Cost of Preparing Proposals***

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **3.12 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

### **3.13 Contract Award and Execution**

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer will be expected to enter into a contract which is substantially the same as the sample contract included in [Attachment IV](#). In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds twenty (20) days or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.14 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity that can officially rule on ethics issues.

### **3.15 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Contractors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform. In addition, Proposer shall include the dollar value of each such subcontract as part of the Cost Proposal.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

## 4.0 RESPONSE INSTRUCTIONS

### 4.1 Proposal Submission

This RFP is available in electronic form at the LAPAC website <http://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator/Blackout Period Contact with the Office of Technology Services named below.

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy version by the RFP Coordinator on or before 3 p.m. Central Time on the date specified in the Calendar of Events. **FAX or e-mail submissions are not acceptable.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

#### **Matthew Vince**

Office of Technology Services  
Division of Administration  
P.O. Box 94095  
Baton Rouge, LA 70804-9095  
FAX: (225) 219-9465  
PHONE: (225) 342-7105  
EMAIL: [pmo@la.gov](mailto:pmo@la.gov)

#### **For courier delivery or by hand delivery, the street address is:**

Office of Technology Services  
Division of Administration  
1201 N. Third St., Suite 2-130  
Baton Rouge, LA 70802  
Attn: Matthew Vince

Proposers should be aware of security requirements for the Claiborne Building and allow time for security measures.

Proposers are solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of Technology Services is not responsible for any delays caused by the Proposer's chosen means of delivery. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**Proposers are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.**

Proposer shall be solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

### ***4.2 Proposal Copies***

Each Proposer shall submit one (1) signed original response. In addition, Proposer should provide the following copies of their Proposal:

<b>Proposal Type</b>	<b>Hard Copy (Paper) Document</b>	<b>Original Signature</b>	<b>Electronic Copy – CD or Flash Drive</b>
Technical Proposal	9	1	1
Cost Proposal	2	1	1

The technical proposal should be boxed and clearly labeled separately from the cost proposal response indicating the following:

Proposal Name: **Request for Proposals for LEAP 2025 Assessment Administration**

RFP No. \_\_\_\_\_

Proposal Submission Date: \_\_\_\_\_, 3:00 PM Central Time

Proposer's Name:

The inscription, "Technical Proposal."

Cost proposals should be similarly labeled, but with the inscription, "Cost Proposal."

The requested CDs should be placed in the cover of the original copies of the related technical and cost proposals. The CDs should include the proposal in both PDF format and in Microsoft Word format with hyperlinks to the sections from the table of contents.

Cost schedules should also be provided in Microsoft Excel format, and project plans should be provided in standard project format.

Additionally, one hard copy and one electronic copy of a fully redacted (in accordance with the guidelines provided in [Section 3.10](#) Proprietary Information) technical proposal should be submitted.

### ***4.3 Cover Letter***

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### ***4.4 Proposal Format***

Proposer should submit a proposal as specified in [Attachment II: Proposal Format Information](#), which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

Responsiveness will be measured by the Proposer's ability to fully and completely explain how their proposed solution meets the requirements of this RFP. Merely "parroting" back the requirements statements in a Proposal may result in the Proposal receiving a lower score during the technical evaluation process. The Proposer should provide detailed information as requested in this RFP in order to provide the State with adequate material to perform a thorough evaluation of the Proposer's solution.

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information shall be included in the Technical Proposal.

Proposers should respond to this RFP using the format described in Attachment II.

### ***4.5 Certification Statement***

The Proposer must sign and submit the Certification Statement shown in [Attachment III – page 1](#). Proposers shall provide certification that the assessments delivered abide by all applicable laws, including but not limited to Act 342 of 2015 (see Attachment III – page 2) and sign a certification stating such, See Attachment III.

## **5.0 EVALUATION AND SELECTION**

### ***5.1 Evaluation Team***

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

### ***5.2 Mandatory Screening***

All proposals will be reviewed to determine compliance with mandatory minimum requirements as specified in Section 3.2 this RFP. Proposals found not to be in compliance will be rejected from further consideration.

### ***5.3 Clarification of Proposals***

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### ***5.4 Oral Presentations, if needed***

The State, at its sole discretion, may require Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Proposers should tentatively reserve the week of August 31, 2015, to provide on-site presentations on their proposal.

The State may adjust scoring of responses as appropriate as a result of clarifications provided during the oral presentations. On-site presentations/demonstrations will allow the selected Proposers to demonstrate their unique capability to provide the services requested in the RFP. Presentations can only cover the systems and functionality that has been proposed. Proposers shall not introduce new features, services or functionality that were not part of the initial proposal.

Proposers selected for on-site presentations/demonstrations should:

- Provide a strategic overview of services to be provided,
- Summarize major strengths,
- Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes, and
- If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the State.

Due to time constraints, the oral presentations may be delivered virtually rather than in-person.

### **5.5 Evaluation and Review**

Accepted proposals will be reviewed by an evaluation committee, scored against the stated criteria and awarded points based on the evaluation criteria defined in section 5.6 below. The evaluation committee may review references, request interviews, schedule demonstrations, or oral presentations and use the results in scoring the Proposals. Proposals by Veteran-Owned and Service-Connected Small Entrepreneurships and Louisiana Initiative for Small Entrepreneurships Programs will have reserved points added to their evaluation score as defined in section 5.5.1. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

During this process, a Proposer may not contact any member of an evaluation committee about the contents of this RFP. In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

#### ***5.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)***

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### **Proposer Status and Reserved Points**

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized

- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

### **5.6 Evaluation Criteria**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

<b>Evaluation Criteria</b>	<b>Maximum Score Points</b>	<b>Percentage Score</b>
1. Technical Evaluation Approach (5.6.1)	400	40%
2. Management Approach (5.6.2)	100	10%
3. Past Performance Approach (5.6.3)	100	10%
4. Price Evaluation Approach (5.6.4)	300	30%
5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (5.6.5)	100	10%
<b>TOTAL SCORE</b>	<b>1,000 points</b>	<b>100%</b>

The scores for each of the criteria above will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

NOTE: A minimum score of 400 points for the (Technical Evaluation Approach, Management Approach, and Past Performance Approach) must be obtained for a Proposal to be considered acceptable for contract award. Any Proposal failing to receive the minimum score of 400 points at the end of the Detailed Evaluation (of the Technical Evaluation Approach, Management Approach, and Past Performance Approach) will not be evaluated on cost (Price Evaluation Approach) and will be ineligible for award.

#### **5.6.1 Technical Evaluation Approach**

The technical evaluation process will consider the following:

- **Understanding of the Problem:**  
The extent to which the proposal demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the RFP and the extent to which uncertainties are identified and resolutions proposed.
- **Feasibility and Scalability of Approach:**  
The extent to which the proposed approach is workable and adaptable to meet current and potential future assessment needs, and the end results are achievable. The proposal will be evaluated to determine the level of confidence provided to the State with respect to the Proposer's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.
- **Completeness:**  
Whether the Proposer's methods and approach have adequately and completely considered, defined, and satisfied or exceeded the requirements specified in the solicitation. Completeness



also includes the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

In evaluating the Technical Approach, the State will give preference to the Proposers who are able to administer, deliver, score and report both state-level summative and all non-summative assessments within their assessment delivery platform and/or component modules which are integrated with their assessment delivery platform.

### **5.6.2 Management Approach**

The management evaluation process will consider the following:

- **Program Management Plan:**  
The ability of the Proposer's specific management plan, staffing model and approach to ensure the successful completion of all components and tasks identified by the State.
- **Project Schedule:**  
The feasibility of the Proposer's program management timeline to deliver all summative assessment processes in the manner required by the State in this RFP.
- **Quality Control Process:**  
The ability to determine whether the Proposer has sufficient internal processes to ensure that the project is completed based upon the specifications stated in this RFP.
- **Risk Management Process:**  
The ability to determine whether the Proposer has a robust plan outlined to identify, track, and mitigate the risks associated with the work outlined in this request for proposal.
- **Confidentiality Process:**  
The extent to which the Proposer's approach addresses and ensures the confidentiality and security requirements outlined in this RFP.

### **5.6.3 Past Performance Approach**

The past performance approach will consider both performance risks associated with a Proposer's likelihood of success in performing and completing requirements defined in this RFP and information obtained from references provided by the Proposer relative to their past performance including but not limited to service availability, support, platform functionality, etc.

### **5.6.4 Price Evaluation Approach**

The price evaluation approach will utilize the "lowest price" (LP) mechanism.

Prices proposed by the Proposers shall be submitted on the cost sheets furnished in Attachment V.

A Proposer will receive points based on the proposal offering the lowest price among all proposals received that are deemed to be technically acceptable and assign a cost score computed as follows:

$$\text{LPCS} = (\text{LPC}/\text{PC}) * \text{PPP}$$

Where: LPCS = Lowest Price Cost Score for Proposer

LPC = Lowest Proposed Cost of all Proposers

PC = Proposer's Cost

PPP = Price Proposal Points

### **5.6.5 Veteran-Owned and Service-Connected Small Entrepreneurships and Louisiana Initiative for Small Entrepreneurships**

This section will consider if a Proposer meets the definition and qualification of the Veteran-Owned and Service-Connected Small Entrepreneurships and Louisiana Initiative for Small Entrepreneurships program. Proposer's meeting these requirements will be awarded up to 100 points. See 3.15 for additional details.

### ***5.6.6. Best and Final Offer (BAFO)***

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the state to a commitment to enter into a contract.

### ***5.7 Right to Reject Proposals and Negotiate Contract Terms***

The State reserves the right to reject any and all Proposals. The State may negotiate the terms of the Contract, including the award amount, with the selected Proposer prior to entering into a Contract. If Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the Agency may negotiate a Contract with the next highest scoring Proposer.

### ***5.8 Award***

An award will be made to the Proposer with the highest points, whose proposal, conforming to the RFP, is the most advantageous to the State, price, and other factors considered. The State intends to award a contract for all components or in part to a single Contractor.

### ***5.9 Announcement of Contractor***

The Evaluation team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 *et seq.*), selection memorandum along with list of criteria used along with the weight assigned each criteria, scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. The "Notice of Intent to Award" letter is the notification of the award, contingent upon approval by the Division of Administration, Office of State Procurement and successful negotiation and execution of a written Contract.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency. Protestors should make their protests as specific as possible and should identify statutes and/or provisions that are alleged to have been violated.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

### **5.10 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if an eventual Contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owed documents.

### **5.11 Commissioner's Statements**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

## **6.0 CONTRACTOR REQUIREMENTS**

### **6.1 Corporation Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **6.2 Billing and Payment**

Cost information is required to support the reasonableness of the proposal and demonstrate that the Proposer will provide all services requested in the RFP. Costs must be adequately explained. The Proposer will submit an itemized cost proposal for each year by completing the cost sheets. Billing and payment terms shall be negotiated with the successful Proposer.

The State intends that ten percent (10%) of fees approved by the State Project Coordinator to be paid shall be withheld as retainage as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of the State Project Coordinator and all invoices appear to be correct, the State shall release all retained amounts to the Contractor.

### **6.3 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State or confidential as a matter of law and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the

written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Technology Services and the Louisiana Department of Education.

All data and documentation contained in the Contractor's Proposal, and all Data and Documentation that arise out of this Contract, shall be the property of the State and shall not be copyrighted, trademarked, or patented by the Contractor.

All Data shall be the property of Authorized Users. Contractor shall acquire no rights or licenses, including without limitation intellectual property rights or licenses, to use the Data for its own purposes by virtue of this Contract or otherwise. The Contractor shall not acquire and shall not claim any security interest in the Data. The Contractor shall not mine, access or use in demonstrations any information from the Data for any purpose. Contractor may use the Data solely for the purposes of carrying out its obligations under this Contract.

All information stored in or accessed by the Application that is the result of any processing of Data shall be the property of the Authorized Users. The Authorized Users shall have the ability to access the Data and such information twenty-four (24) hours per day except during Excusable Downtime.

All reports, outputs or results generated in connection with this Contract shall be the property of the Authorized Users and shall not be used for demonstrations or for any purpose except as authorized by the State.

Data is and shall remain the sole and exclusive property of the Authorized Users, including Intellectual Property rights therein. Additionally, all right, title and interest in and to any Data relating to an Authorized User's business shall remain the property of such Authorized User, whether or not supplied to Contractor or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in the Data to the Contractor or any Third Party.

Contractor may collect Authorized User-specific information only as necessary to provide the Licensed Services and to implement, improve and maintain the Application. Contractor shall not disclose or provide any information or Data regarding any Authorized User to any Third Party for any reason unless required by this Contract, by law, by regulation, or by an order of a court of competent jurisdiction. The requirement of non-disclosure shall extend beyond the Life of the Contract.

Upon termination or expiration of this Contract, Contractor shall either provide the Data in whole within a database structure with full access to all information by the State and, if applicable, the LEA, and the Authorized User or, at the direction of the State, destroy such Data and certify in writing to the State that said Data in all formats have been destroyed. The Contractor shall not charge any access fees for any reason for requested Data from the State or an Authorized User. The Contractor shall not charge any fees for migration, export, files or any method of Data transfer from the Contractor to the State during the Life of the Contract, at the end of the Contract or during transition for any reason.

Contractor shall not use information disclosed to it by the State for any purpose not expressly permitted in this Contract. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity easily traceable. This contract is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), *et seq.*, (FERPA), the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, *et seq.*, (IDEA), and La. R.S. 17:3913. Contractor hereby acknowledges that all documents which include student information contained in or derived from a student's education records are deemed confidential pursuant to FERPA, IDEA and La. R.S. 17:3913. Contractor agrees not to re-disclose any such student information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA, IDEA and/or La. R.S. 17:3913 to LDOE at the conclusion of this contract.

## **7.0 CONFIDENTIAL, PROPRIETARY AND PERSONALLY IDENTIFIABLE INFORMATION**

### ***7.1 Duty of Non-Disclosure and Security Precautions***

Contractor shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract. Contractor shall hold the Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than its Contracted Personnel who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Contractor shall be responsible for the breach of this Contract by any of its Contracted Personnel.

Contractor shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the Confidential Information, and shall apply the same level of care as it employs to protect its own confidential information of like nature.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

### ***7.2 Limitations on Obligations***

The obligations of confidentiality assumed by the Contractor with respect to Confidential Information, pursuant to this Contract, shall not apply to the extent Contractor can demonstrate that such information:

- is part of the public domain without any breach of this Contract by Contractor;
- is or becomes generally known on a non-confidential basis, through no wrongful act of Contractor;
- was known by Contractor prior to disclosure hereunder without any obligation to keep it confidential;
- was disclosed to Contractor by a Third Party, which to the best of Contractor's knowledge, is not required to maintain its confidentiality;
- was independently developed by Contractor; or

- is the subject of a written agreement whereby the State consented to the disclosure of such information by Contractor on a non-confidential basis.

### ***7.3 Legal Disclosure***

If Contractor or any of its Contracted Personnel shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, Contractor shall give the State prompt notice thereof (unless it has a legal obligation to the contrary) so that the State may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, Contractor and its Contracted Personnel shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

### ***7.4 Unauthorized Use, Disclosure, or Loss***

If Contractor becomes aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Contract, or if any Confidential Information is lost or cannot be accounted for, Contractor shall notify the State's Contract Manager or Contract-Liaison within the same business day the Contractor becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

The Contractor shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Contractor shall reasonably cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable Corrective Action Plan, created by the State, that shall require the Contractor to do the following:

- Notify the affected individuals by mail or the method previously used by the State to communicate with the individual. If the Contractor cannot with reasonable diligence determine the mailing address of the affected individual and the State has not previously contacted that individual, the Contractor shall provide notice by a method reasonably calculated to provide actual notice.
- Notify consumer reporting agencies of the unauthorized release.
- Offer credit monitoring and identify theft insurance to affected individuals from a company and under terms acceptable to the State for one (1) year from the date the individual enrolls in credit monitoring.
- Provide a customer service hotline to receive telephone calls and provide assistance and information to affected individuals during hours that meet the needs of the affected individuals, as established by the State.
- Adequately staff customer service telephone lines to assure an actual wait time of less than five (5) minutes for callers.

### ***7.5 Liability for Loss of Data***

The Contractor shall maintain adequate supporting material or copies to enable Contractor to regenerate Data furnished to Contractor by the State or LEA. In the event of loss of such State or LEA supplied Data due to machine failure or negligence of the Contractor or its Contracted Personnel, the Contractor shall be liable for such loss and shall replace or regenerate the lost Data from the Contractor's supporting material

by the methods or means deemed most suitable as agreed between the Parties.

## ***7.6 Remedies for Breach of This Section***

### ***7.6.1 Indemnification***

In the event of a breach of this Section by Contractor, Contractor shall indemnify and hold harmless the State and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Contracted Personnel, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances and penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State and/or LEA(s) in the enforcement of this Section. In addition, notwithstanding anything to the contrary herein, the Contractor shall compensate the State and/or LEA(s) for the actual staff time and other costs associated with the State's and LEA(s) response to the unauthorized use or disclosure of the Confidential Information constituting the breach.

### ***7.7 Equitable Relief***

The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State and LEAs, which injury shall not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the Parties specifically agree that the State, on its own behalf or on behalf of the affected individuals shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

### ***7.8 Compliance Reviews***

The State may conduct a compliance review of the Contractor's security procedures to protect Confidential Information under this, Confidential, Proprietary and Personally Identifiable Information, of this Contract.

### ***7.9 Liability for Loss of Data/Confidential Information***

In the event of loss of the State's, LEAs', and Authorized Users' Data due to machine failure or negligence of Contractor or, its agent(s) or Subcontractor(s), Contractor shall be liable for such loss and shall replace or regenerate the lost Data. The Contractor shall be subject to Liquidated Damages for breach of this Section.

## **8.0 INTELLECTUAL PROPERTY RIGHTS**

### ***8.1 Data***

Contractor shall obtain no rights whatsoever in or to the Data or in or to any Authorized User's Intellectual Property. The Authorized Users shall own all Intellectual Property Rights in the Data.

### ***8.2 Intellectual Property (IP) Infringement***

Without limitation and notwithstanding any provision in this Contract, Contractor shall, upon receipt of

notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs expenses, losses or liabilities attributable thereto) by any Third Party for actual or alleged infringement of any patent, copyright, trademark, service mark, trade secret or other property right based upon the use, copying, or modification permitted by this Contract of any software, documentation, or source code asserting or involving an IP right related to an item provided by Contractor pursuant to this Contract. The State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the State. The State shall reasonably cooperate with Contractor's defense of such claim.

In the event an injunction or order shall be obtained against the State's use of any acquired item pursuant to this Contract, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for the State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the State. If neither (1) or (2) above is practical, the State may require that Contractor remove the infringing item, refund to the State any charges paid by the State therefore, and take all steps necessary to have the State released from any further liability.

Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third Party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. Contractor's obligations under this paragraph shall survive the termination, cancellation, rejection, or expiration of this Contract.

### ***8.3 Defense***

Contractor shall have the sole right to conduct the defense of any infringement claim or action resulting from the use of the Application or the Licensed Services and all negotiations for the compromise or settlement of such claim or action provided that, Contractor shall not enter into any compromise or settlement that shall have the effect of creating any liability or obligation (whether legal or equitable) on its part without the prior written consent of the State, and no such compromise or settlement is hereby authorized unless the Party to be indemnified obtains such compromise or settlement and complete release of liability under such compromise or settlement. If Contractor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the State may (without further notice to Contractor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Contractor.

### ***8.4 Infringement Remedies***

In the event that a final injunction shall be obtained against the State's use of the Licensed Services, the Application or Source Code by reason of infringement, or in the State's opinion the Licensed Services, the Application or Source Code is likely to become the subject of a claim of infringement, Contractor shall, upon notice thereof from the State, either (a) procure for the State the right to continue to use the



Licensed Services, the Application and Source Code, or (b) replace or modify the Licensed Services, the Application or Source Code to make its use under this Contract non-infringing while being capable of performing the same functions, with the same performance, and operational characteristics. If the Contractor does not immediately elect and complete (a) or (b) above, the State may terminate this Contract without further obligation or liability. In such event, Contractor shall promptly refund to the State one hundred percent (100%) of all Fees paid to Contractor under this Contract, including Licensing, Hosting and Support Fees, and implementation/installation Fees.

## 9.0 SECURITY AUDITS

### 9.1 *Annual Security Audit*

During the life of the Contract, Security audits shall be conducted as agreed to by the State. Contractor shall at its expense conduct or have conducted the security audits. Examples of possible audits include:

- SAS70
- SSAE 16 SOC2 audit
- Vulnerability scan
- Full Penetration test is required to attempt a compromise of the SQL Server Integration Services (SSIS)
- ISO 27001/27002. Audit report shall include the scoping statement outlining what the audit covers and the statement of applicability that outlines the controls put in place.

Contractor shall provide the State with a complete copy of the audits and the results of the above audits, certifications, scans, and tests within seven (7) business days of the Contractor's receipt of such results.

Contractor shall give the State notice of any security/data breaches, and, to the extent that Authorized User notification is legally required, such notice should preferably be in advance or at the same time as the State notification (which shall be the Contractor's responsibility). Notification of any security/data breaches shall be given to the State's Contract Manager and appropriate LEA's and Authorized Users within twenty-four (24) hours of the Contractor becoming aware of such use, disclosure or loss. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed. See [Section 7.0](#), Confidential, Proprietary and Personally Identifiable Information.

The State reserves the right to conduct a security audit at any time during the life of the Contract.

Contractor shall permit the State or its authorized representatives to carry out security or audit checks pertaining to Contractor's security and usage of personally-identifiable student information and Contractor shall cooperate with the State fully in that regard. The State or its authorized representatives shall have access, at all reasonable times on working days during working hours at Contractor's business premises, to Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Contract that are necessary for the State to carry out such security and audit checks. The State or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

### 9.2 *Family Educational Rights and Privacy Act (FERPA)*

- (i) In the course of providing services during the term of this Contract, Contractor may have access to student education records that are subject to the Family Educational Rights and Privacy Act

(FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder. Such information is considered confidential and is therefore protected. To the extent that Contractor has access to “education records” under this Contract, it is deemed a “school official,” as each of these terms are defined under FERPA. Contractor agrees that it shall not use education records for any purpose other than in the performance of this Contract. Except as required by law, Contractor shall not disclose or share education records with any Third Party unless permitted by the terms of this Contract or to Contracted Personnel unless they have agreed to maintain the confidentiality of the education records to the same extent required of Contractor under this Contract.

- (ii) In the event any individual(s) seek to access protected education records, whether in accordance with FERPA or other federal or relevant State law or regulations, the Contractor shall immediately inform the State of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall not provide direct access to such Data or information or respond to individual requests. Contractor shall only retrieve such Data or information upon receipt of, and in accordance with, written directions by the State and shall only provide such Data and information to the State. It shall be the State’s sole responsibility to respond to requests for Data or information received by Contractor regarding the State’s Data or Information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such Data or information, Contractor shall provide immediate notification to the State of its receipt of such court order or lawfully issued subpoena and shall immediately provide State with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information, if allowed by law or judicial and/or administrative order.
- (iii) If Contractor experiences a Security Breach concerning any education record covered by this Contract, then Contractor shall immediately notify the State and take immediate steps to limit and mitigate such Security Breach to the extent possible. Any breach of the confidentiality obligation set forth in this Contract may, at the State’s discretion, result in cancellation of this Contract, and ineligibility of further contract awards for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the State harmless for any loss, costs, damage or expense suffered by the State, including but not limited to the cost of notification of affected individuals, as a direct result of the unauthorized disclosure of education records.

As used in this Agreement, “Security Breach” means any act or omission that compromises either the security, confidentiality or integrity of personally-identifiable student information or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of PII, or receipt of a verifiable complaint in relation to the privacy practices of Contractor or a breach of this Agreement relating to such privacy practices.

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further Security Breach at Contractor’s expense in accordance with standard industry practices and applicable law.

Contractor shall: (i) provide the State with the name and contact information for an employee of Contractor who shall serve as the State’s primary security contact and shall be available to assist State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling obligations associated with a Security Breach, as well as the name and contact information of an employee to serve this role when the primary contact cannot be available; and (ii) immediately notify the State in writing of a Security Breach within twenty-four (24) hours once Contractor becomes aware of it.

Immediately following Contractor's notification to the State of a Security Breach, Contractor and the State shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with the State in the State's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the State with physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees and others involved in the matter; (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required by the State; and (v) providing any notices to persons or organizations affected by the Security Breach as required by law and as required by the State.

### ***9.3 Louisiana Legislation R.S. 17:3913 (Act 837 of the 2014 Legislative Session)***

In June 2014, the Louisiana legislature passed legislation, [Act 837](#), which provides for limitations and prohibitions on the collection and sharing of student information. Act 837 required the State to adjust all processes related to the exchange of personally identifiable information (PII) with LEAs. Specifically, assessment and accountability systems will be affected in the following ways:

- **Replace social security number with unique student identifiers:** Act 837 requires LDOE to create a unique statewide student identifier system by **May 1, 2015**. The unique student identifier must not include or be based on social security numbers, and students must retain their unique identifier throughout their tenure in Louisiana public schools. The unique student IDs must be assigned to all students enrolled in public schools by **June 1, 2015**. The State of Louisiana has acquired a vendor to assist in assigning unique identifiers to historical student data in its assessment files, data systems, and data warehouse. This will be the first year of implementation for the State and will require a unique coordination of effort between the successful Proposer for this RFP and the State's Unique Identifier Contractor.

## **10.0 PREMISES SECURITY**

### ***10.1 Security of Premises, Equipment, Data, and Personnel***

From time to time during the performance of this Contract, Contractor may have access to the personnel, premises, equipment, and other property, including Data files, and materials belonging to an Authorized User. Contractor shall preserve the safety, security and integrity of such personnel, premises, equipment, Data, and other property, in accordance with the instruction of the State and LEA. Contractor shall be responsible for damage to the State's and LEAs' equipment, workplace, and its contents, and for the loss of Data, when such damage or loss is caused by Contractor or Contracted Personnel, and shall reimburse the State or LEA accordingly upon demand. This remedy shall be in addition to any other remedies available to the State or LEA by law or in equity.

Contractor shall provide a secure environment for the Application, Data and any hardware and software, including servers, network and data components, as part of its performance under this Contract in accordance with current industry practices and the Contractor's plan approved by the State in order to prevent unauthorized access to and use or modification of, and to otherwise protect, the Application and the Data. The assessment system, including all hardware, software and data shall be hosted at a Tier 3 or Tier 4 data center geographically located within the boundaries of the United States. The Contractor may utilize a remote location within the continental United States geographic boundaries to back up the assessment databases and for a Disaster Recovery off-site facility, and at the remote facility, the Contractor shall, at a minimum, implement the following procedures designed to protect the security of the Data:

- User identification and access controls designed to limit access to Data to Authorized Users;

- External connections to the World Wide Web that shall have appropriate security controls including industry standard intrusion detection and countermeasures that shall detect and terminate any unauthorized activity prior to entering the firewall maintained by the Contractor;
- Industry standard firewalls regulating all Data entering the Contractor's internal data network from any external source that shall enforce secure connections between internal and external systems and shall permit only specific types of Data to pass through;
- Industry standard encryption techniques that shall be used when Data is transmitted to and from Contractor on behalf of an Authorized User;
- Physical security measures, including securing all Data on a secure server, in locked data cabinets within a secure facility. Access to facilities housing the Application, Data and Confidential Information restricted to only allow access to Contracted Personnel who have a need to know in connection with the operation and Support of the Application;
- Regular training for Contractor's Contracted Personnel regarding the security and Data recovery programs referenced in this Section;
- Other premises, physical security and confidentiality requirements that the State, LEA, or Authorized Users may implement.

### ***10.2 Security of Premises, Equipment, Data and Personnel on State or LEA Property***

During the performance of Licensed Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, tape files, card files, printer outputs, information, materials or other data belonging to the State or LEA. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the State or LEA, in accordance with the instructions of the State and/or data sharing agreements with LEAs. The Contractor shall be responsible for damage to the State's or LEAs' equipment, workplace, and its contents, or for the loss of Data, when such damage or loss is caused by the Contractor or Contracted Personnel and shall reimburse the State or LEA accordingly upon demand and without delay. This remedy shall be in addition to any other remedies available to the State and by law or in equity.

## **11.0 DATA RETENTION AND DESTRUCTION**

### ***11.1 Data Retention***

In the event of termination, cancellation, expiration or if the State invokes its rights to the escrow, or a Release Event, the Data shall continue to be available to the State, in a usable format, for at least three (3) years. In addition, any records/data stored within the Contractor's platform which is owned by LEAs or schools shall be delayed from destruction during this same retention period.

### ***11.2 Destruction of Data***

Upon notification from the State that the Data Retention period has ended and the requirements have been fulfilled, the Contractor shall destroy all Data not covered separately by an existing contract with a LEA. The Contractor shall provide notice and certification of destruction. Certification from a Certified Information System Security Professional (CISSP) shall include such person's certification number.

### ***11.3 Records Management***

Contractor shall comply with citations to pertinent laws, codes and regulations such as 44 U.S.C. chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

Contractor shall treat all Deliverables under the Contract as the property of the State for which the State shall have unlimited rights to use, dispose of, or disclose the data contained therein as it determines to be in the best interest of the State. Contractor shall not create or maintain any records that are not specifically authorized by this Contract. Contractor shall not retain, use, sell, or disseminate copies of any Deliverable that contains information covered by the Privacy Act of 1974 or that, which is generally protected by the Freedom of Information Act.

The Authorized Users shall own the rights to all Data/records produced as a part of this Contract. The State owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this Contract. Contractor shall deliver sufficient technical documentation with all Deliverables to permit the Authorized User to use such Deliverables.

No disposition of documents shall be allowed without the prior written consent to the State Contract Manager. The State and its Contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful or unlawful destruction, damage or alienation of student records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the State or destroyed without regard to the provisions of Agency records schedules. Contractor shall obtain the DPI Contract Manager's approval prior to engaging in any contractual relationship with a Subcontractor in support of this Contract, which requires disclosure of Data, information, documentary material and/or records generated under, or relating to this Contract. The Contractor and its subcontractors are required to abide by State guidance for protecting sensitive and proprietary information. Contractor shall comply with the Louisiana Records Retention Schedule for LEAs as it applies to hard copy and electronic records including notice and certification of destruction where required.

Contractor shall comply with federal and State records management policies, including those policies associated with safeguarding records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax) or state of completion (draft, final).

Contractor shall comply with the latest version of the Department of Defense 5015.2-STD Design Criteria Standard for Electronic Records Management Software Applications to offer security over electronic records to ensure its trustworthiness to meet any legal challenge.

### **12.0 STORAGE OF DATA**

The Contractor shall store all data of the State within the United States to include, but not be limited to, current database data, back-up data, and the archived data. The Contractor is required to use a Tier 3 or Tier 4 data center geographically located within the boundaries of the United States to house this data.

### **13.0 IMPORT/EXPORT OF DATA**

Contractor shall not store, export or re-export any Data collected, developed, analyzed, or obtained by Contractor pursuant to Contractor's performance of this Contract, or any Data, to any country, individual, entity, or end user without the express written permission of the State.

## **14.0 DISASTER RECOVERY AND DATA BACK-UP**

### ***14.1 Disaster Recovery***

Contractor shall maintain a disaster recovery plan to include but not be limited to: back-up servers and data communications connections to such servers and the back-ups of State's, LEA's, and Authorized User's data such that the Contractor shall be capable of restoring the comprehensive assessment delivery system within twenty-four (24) hours of any disruption, break, interruption, impediment or failure of operation of the LEAP 2025 assessment system.

Contractor shall keep a perpetual historical database that shall be able to be read at any point during the life of the Contract.

### ***14.2 Data Back-up***

The Contractor shall do all of the following:

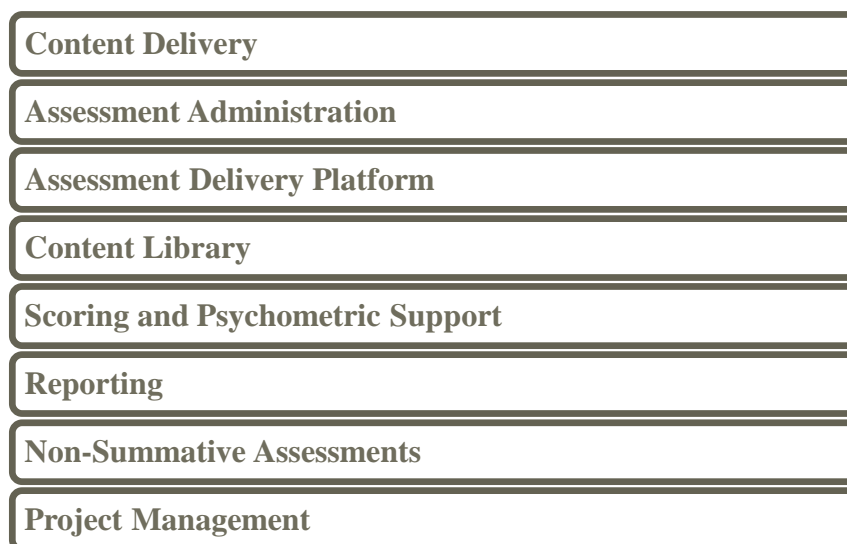
- Store all back-up data within the United States.
- Must provide a process for restoration of data in case of any server failure as well as ensure the data is housed in the United States. Imaging shall occur as agreed to by the Contractor and the State.
- Create and maintain a Data Back-Up Plan explaining how the Authorized User's data is able to be recovered.
- Create each business day a back-up of the Authorized User's data for the purpose of off-site archival.
- Retain the backed-up data in a secure off-site environment.

The State reserves the right to request a copy of the backed-up data at any time.

Contractor shall back-up the data received according to the Data Back-up Plan.

## ATTACHMENT I: SCOPE OF SERVICES – FUNCTIONAL AND TECHNICAL REQUIREMENTS

Attachment I details the scope of services – functional and technical requirements, deliverables, and results the State requires of the Contractor. This attachment is divided into seven sections. See the figure below for an overview and **Table 1: Summary of RFP Structure** for a summary of each section.



**Table 1: Summary of RFP Structure**

Request for Proposal (RFP) Structure		
1	<b>Content Delivery</b>	The LDOE through internal and external sources will provide the assessment content to be administered and delivered through this RFP. The external sources/partners will be responsible for item and form development activities related to statewide summative and non-summative assessments. The Contractor for this RFP will be responsible for all other assessment tasks related to the following: (1) obtaining test items and forms in collaboration with the LDOE and any of its external sources/partners, (2) administering and delivering paper-based and computer-based assessments, (3) developing and maintaining a content library/management system, (4) scoring statewide assessments through automated and hand-scoring methods, and (5) reporting and storing statewide assessment results.
2	<b>Assessment Administration</b>	<p>The Contractor for this RFP, in accordance with State and Federal policies, as well as LDOE's yearly assessment plan will deliver and implement all necessary tasks and services related to the full implementation of paper-based and computer-based assessments.</p> <p>This RFP also seeks an option for the administration of all or some state and local (district, school, classroom) assessments, which includes K–2 formative, grades 2–8 diagnostic, grades 3–high school interim, district</p>

		formative, and classroom assessments. The State will work with the Contractor to define the priority and implementation timeline for all non-summative assessment options proposed and accepted. See <a href="#">Attachment I, section 8.0</a> for more details.
3	<b>Assessment Delivery Platform</b>	<p>The Contractor will provide a comprehensive assessment delivery platform that utilizes modern technology to support (1) paper-based and computer-based test administration, (2) item and form management, (3) scoring (automated and hand-scoring), (4) reporting (dynamic and static), and (5) historical test data storage and management.</p> <p>The RFP also seeks an option for administering and delivering non-summative assessments (e.g., K–2 formative, grades 2–8 diagnostic, grades 3–high school interim, district formative classroom assessments, and other statewide formative assessments). All content associated with state administered non-summative assessments may be provided through external sources/partners; however an item/test authoring tool may be required for the creation of district and school formative assessments. The Proposer should provide a proposal that addresses both the summative and all seven non-summative assessments. The non-summative assessment component should preferably utilize the same architecture and platform as the summative assessment and support (1) paper-based and computer-based test administration, (2) item and form management, (3) scoring, (4) reporting, and (5) historical data storage and management. The Proposer should clearly articulate in their response all technical requirements that are offered for summative assessments and also for all or some of the non-summative assessments. The State will work with the Contractor to define the priority and implementation timeline for all non-summative assessments. See <a href="#">Attachment I, section 8.0</a> for more details.</p>
4	<b>Content Library</b>	<p>The Contractor for this RFP will be required to deliver and maintain a content library component that will integrate with the comprehensive assessment delivery platform. The Contractor will host and manage a historical content library, which includes test items and forms. The content library will store secure items, passages, item statistics, item images, tables, photos, maps, and item history usage statistics as needed.</p> <p>The RFP also seeks to utilize the content library to store non-summative assessment items and tests.</p> <p>Items related to all summative statewide assessments must be stored in the secure content library and should be partitioned from the non-summative content library.</p>




5	<b>Scoring</b>	<p>The Contractor for this RFP will be required to use valid and reliable automated and hand-scoring procedures and systems that will accurately score multiple item-types (e.g., selected response, interactive, and extended response items) in all assessments delivered by the State through this RFP. The Contractor will work with Louisiana educators, the LDOE, and other LDOE-identified scoring experts to ensure that assessment scoring needs are defined and executed through continuous collaboration. The Contractor shall provide psychometric support in testing administration, test content delivery, content library analysis, scoring, reporting, and special studies.</p> <p>In addition the State is seeking computer- and hand-scored options for non-summative assessments created by the state, districts, schools and teachers which are delivered through the assessment delivery platform.</p>
6	<b>Reporting</b>	<p>The Contractor for this RFP will deliver reports and data files for all assessments administered by the State through this RFP. The Contractor will provide a technical platform for online report delivery. The solution proposed by the Contractor must comply with state/federal data suppressions rules and data privacy laws to ensure successful delivery of reliable, valid, and secure reports to districts and schools. The reporting solution will include in-window and post-window reporting services, as well as long-term storage data storage services.</p> <p>In addition, the State is seeking the creation and delivery of non-summative reports for the non-summative tests that are administered through the assessment delivery platform. The State will work with the Contractor to define the priority and implementation timeline for all options proposed and accepted. See <a href="#">Attachment I, section 8.0</a> for more details.</p>
7	<b>Non-Summative Assessments</b>	<p>The Contractor will respond to the requested scope of work and functional and technical requirements outlined in this section. This includes options 1-7 for delivery of non-summative assessments (grades K–high school) at the state, district, school and classroom level.</p>
8	<b>Project Management</b>	<p>The Contractor will propose an efficient and skilled management team that will support all components of the State’s comprehensive assessment system. This includes building timelines, managing the scope of work, and ensuring successful implementation from year to year.</p>

The Proposer shall describe in the Technical Approach section of its proposal submission how the proposed solution meets the following required services and deliverables as indicated in the scope of work and functional and technical requirements section. The Proposer should place a check in the boxes next to the items that the Proposer will provide as demonstrated below and include a completed [Attachment I](#) in the Technical Approach section as described in [Attachment II](#). Any requirements that are

checked as being offered should include a page reference or comment. Missing page references/comments may not be considered during the review. For each requirement the Proposer should clearly describe:

- how the Proposer's offering meets the requirement,
- if a requirement is under development or scheduled as part of a future software release,
- if a requirement is not part of the base platform, and
- if their proposed solution supports both the summative and non-summative assessments included in this RFP.

**SAMPLE OF THE REQUIRED TECHNICAL RESPONSE STRUCTURE:**

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>LEVEL 1 HEADING</b>			
<b>LEVEL 2 HEADING</b>			
1.1.1	Requirement described here. 	The Proposer should check this box if this requirement is included in their offering.	<i>The Proposer should either list a Page reference or provide details about how their offering meets the requirement in this comment box. The Proposer should also note if the requirement supports both the summative and all or part of the non-summative options.</i>

The State reserves the right to substitute or modify work tasks on a generally equal basis. Substitutions or modifications will be made prior to the Proposer beginning significant efforts to complete the task. All design changes, substitutions, or modifications will be given to the Proposer in writing. The intent of this provision is not to increase the scope of work of the contract, but rather to protect the State during implementation if the need arises to improve the assessment. The State reserves the rights to either amend the contract resulting from this bid competition, or to add, modify, or delete designated work tasks, products, and/or services.

\*\*\* The State will provide an Excel copy of the Technical Response Structure that can be requested via email to the RFP Coordinator/Blackout Period Contact listed above.

## **1.0 Introduction to Louisiana Assessment Programs**

Statewide assessments will be administered to all Louisiana districts and schools, also referred to as local educational agencies (LEAs), including public and nonpublic schools, and other school formations (e.g., scholarship schools, charter schools) as defined by the State.

LEAP 2025 Assessment Administration will include the following summative and non-summative assessment components:

### *Summative Assessments*

Test items and forms for summative assessments in English language arts/Literacy (ELA), mathematics, science, and social studies in grades 3–8 and high school as well as assessments for English language learners and students with significant disabilities will be acquired from an external source/provider. The State requests ongoing, high quality, error-free assessment delivery, and quality assurance of all items associated with delivering, scoring, and reporting of summative assessments including:

**Table 2: Louisiana Assessment Programs**

<b>GRADE CONFIGURATION</b>	<b>CONTENT</b>	<b>ASSESSMENT DEVELOPMENT</b>	<b>ASSESSMENT DELIVERY</b>
<b>3–8</b>	<i>ELA Mathematics Science Social Studies</i>	External Source	Assessment Administration, Scoring, and Reporting <b>(Through this RFP)</b>
<b>High School*</b>	End-of- Course Tests: <i>Algebra I, Geometry, English I, English II, English III, Biology, U.S. History</i>	External Source	Assessment Administration, Scoring, and Reporting <b>(Through this RFP)</b>
<b>Alternate Assessments for Small Populations</b>			
<b>K–12</b>	<i>English Language Proficiency</i>	External Source	Assessment Administration, Scoring, and Reporting <b>(Through this RFP)</b>
<b>3–11</b>	Louisiana Alternate Assessment <i>ELA, Mathematics, and Science</i>	External Source	Assessment Administration, Scoring, and Reporting <b>(Through this RFP)</b>

*\*For administration after the 2015-16 school year.*

### *Non-Summative Assessments*

This RFP also seeks to obtain a Contractor for the delivery of non-summative assessments (grades K–high school) at the state, district, school and classroom level. The State may implement all or part of the non-Summative assessments at the onset of the contract or through a phased approach over the contract period as deemed appropriate by funding availability and development time required by the Contractor to implement each assessment. Non-summative assessments are detailed in Table 3 below.

Table 3: Non-Summative Assessments

	GRADE CONFIGURATION	ASSESSMENT DEVELOPMENT	ASSESSMENT DELIVERY PLATFORM
1	K–2 Formative Assessments	State and/or External Source	<i>Scoring and Reporting</i> (Through this RFP – Option 1)
2	K–3 Developmental Skills	State and/or External Source	Data Collection (Through this RFP – Option 2)
3	Grades 2–High School Diagnostic	State and/or External Source	<i>Assessment Administration, Scoring, and Reporting</i> (Through this RFP – Option 3)
4	Grades 3–High School Interim	State and/or External Source	<i>Assessment Administration, Scoring, and Reporting</i> (Through this RFP – Option 4)
5	District Formative	State and/or District/School	<i>Assessment Administration, Scoring, and Reporting</i> (Through this RFP – Option 5)
6	Classroom Assessments	State and/or School/Teacher	<i>Assessment Administration, Scoring, and Reporting</i> (Through this RFP – Option 6)
7	Other Statewide Formative Assessment Tools	State and/or External Source	<i>Assessment Administration, Scoring, and Reporting</i> (Through this RFP – Option 7)

## **2.0 Content Delivery**

### **2.1 *Scope of Services***

LDOE internally or through an external source/provider will provide all content including assessment items and forms, scoring requirements, psychometrics related to form building and frameworks for delivery of state level summative and non-summative assessments included in this RFP. The Contractor for this RFP will work closely with the LDOE and any of its external sources/partners to develop the necessary timelines and project work plan(s) to ensure that all content required for delivering all state level assessments mentioned in this RFP are successfully transferred and implemented according to the timelines and schedules outlined by the State.

Collaboration between the LDOE, its Contractor, and its external sources/partners includes, but is not limited to the following:

- developing timelines to ensure transfers and deadlines are clearly communicated to LDOE and external resources/partners,
- providing and maintaining a method for transferring secure assessment content between the Contractor, LDOE and external sources/partners,
- managing the content library and user access,
- providing and implementing a quality assurance plan that outlines the procedures and steps involved to ensure error-free assessments.

### **2.2 *Functional and Technical Requirements***

No.	Requirement Description	✓	Proposal Page Reference/ Comment
<b>Collaboration</b>			
2.2.1.	The Contractor shall develop a plan, implement timelines, and coordinate deadlines for acquiring item specifications and system requirements for each assessment administration.  The Proposer should provide a sample plan within the proposal.		
2.2.2.	The Contractor shall work with external sources/providers to acquire items and forms (in the appropriate format) for computer-based and paper-based delivery.		
2.2.3.	The Contractor shall develop a plan and meet regularly with LDOE and external sources/partners to ensure alignment and successful integration of content into the assessment delivery platform. This includes working to resolve issues with the external sources/providers.		
2.2.4.	The Contractor shall acquire, manage, and maintain a secure file transfer protocol (SFTP) for the receipt and transmission of secure data files and other deliverables shared between the LDOE, Contractor, and external sources/partners.		
2.2.5.	The Contractor shall provide user access and manage user accounts to grant LDOE and external sources/providers access to the shared content library mentioned in this RFP.		

Quality Control			
2.2.6.	<p>The Contractor shall develop a quality control process to include extensive reviews of all items and forms integrated with the comprehensive assessment delivery platform. The process shall include steps for LDOE review and LDOE final approval of items/forms once content is loaded into the platform.</p> <p>The Proposer should describe their control process and provide sample documents.</p>		
2.2.7.	<p>The Contractor shall develop a quality control process to include extensive reviews of all items and forms published and printed for paper-based assessments. The process shall include steps for LDOE review and final approval of items/forms before content is published.</p> <p>The Proposer should describe their control process and provide sample documents</p>		

### 3.0 Assessment Administration

#### 3.1 Scope of Services

The Contractor for this RFP, in accordance with State and federal policies, as well as LDOE's yearly assessment plan will provide an implementation plan that includes, at a minimum, the major tasks and services outlined below for each contract year beginning with the 2015-16 school year. Tasks outlined are related to the full implementation of paper-based and computer-based assessments mentioned in **Table 2: Louisiana Assessment Programs** and **Table 4: Overview of Statewide Assessment Delivery Schedule**.

Table 4: Overview of Statewide Assessment Delivery Schedule

Grade Levels	Administration Window**
<b>Alternate Assessments for Small Populations</b>	
<b>K-12</b>	Spring (English language learners)
<b>Grades 3-8, 10</b>	Spring (Alternate Assessment-ELA and mathematics)
<b>Grades 4, 8, 11</b>	Spring (Alternate Assessment-science)
<b>Grades 3-8</b>	
<b>Grades 3, 5, 6 and 7</b>	Spring (ELA and mathematics)
<b>Grades 3-8</b>	Spring (Science)
<b>Grades 3-8</b>	Spring (Social Studies)
<b>Grades 4, 8</b>	Spring (ELA and mathematics) Spring Administrative Error (ELA and mathematics)* Summer Retest (ELA and mathematics) Summer Administrative Error* (ELA and mathematics)
<b>Grades 9-11</b>	
<b>Grades 9-11</b>	Winter Block and Winter Administrative Error*
<b>Grades 9-11</b>	Spring Block and Spring Administrative Error*
<b>Grades 9-11</b>	Summer Retest and Summer Administrative Error*

- \*A special administration, Administrative Error (AE) retest, shall be administered concurrently with all other administrations.
- \*\*Plan for testing windows and times may be adjusted based on educator feedback.

Projected enrollment counts by grade are included in Table 5 – 7.

Table 5: Enrollment by Grade

Grade	2015-2016 (Projected) *
<b>K</b>	58000
<b>1</b>	60000
<b>2</b>	55000

3	55000
4	58000
5	55000
6	54000
7	54000
8	54000
9	58000
10	50000
11	45000
12	41000

**Table 6: Enrollment by Grades 3–11 (Alternate assessments)**

Grade	2015-2016 (Projected) *
3	450
4	500
5	600
6	550
7	550
8	600
10	500
11	500

**Table 7: Enrollment by Grades K–7 (English language development assessments)**

Grade	2015-2016 (Projected) *
K	2500
1	2500
2	2000
3	2000
4	1500
5	1200
6	900
7	900

\*Actual enrollment and number of test-takers will vary. The Contractor will be required to service all students enrolled. The tables above are projected counts only.

Summative computer-based assessments may be conducted on the tentative timeline in **Table 8: Overview of Summative Assessments** for the referenced grade levels. Districts will have a predefined testing window for each administration. The assessment delivery platform should support the population provided in **Table 5: Enrollment by Grade**. Additionally, the Contractor shall provide the ability to utilize a paper format for the assessment.

All assessment forms shall be delivered in paper-based and computer-based formats and shall include:

- Large print test materials
- Braille test materials
- Test materials for math assessments in Spanish



## **LEAP 2025 Assessment Administration RFP**

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- Administrative directions in Spanish, Vietnamese, Arabic, Chinese (Cantonese and Mandarin), French, and Urdu as needed based on student population
- An audio component that reads-aloud PBT assessments (*text-to-speech and mp3*)
- Provision of paper test booklet for online assessments as needed

Tests in Grades 3–8 are administered in Spring and the high school tests are administered in December and Spring, with a retest administration scheduled in Summer. Tests may be given in phases or sessions, as deemed necessary by the LDOE.

Administrative Error (AE) retests are made available on behalf of students whose tests are voided due to administrative errors. The LEA is charged a per student fee for the AE retest services. The Contractor must establish a cost and develop a process to collect these fees directly from the district or LEA; all fees assessed to LEAs for administrative error retests shall be included in [Attachment V: Cost Proposal Requirements](#).

**Table 8: Overview of Summative Assessments** *\*Tentative*

Grades	Administrations ▲	Subject	Year 1 2015– 2016	Year 2 2016– 2017	Year 3 2017– 2018	Year 4 2018– 2019	Year 5 2019– 2020	Year 6 2020– 2021
3, 5, 6, 7	Spring	ELA/ Literacy	OP	OP	OP	OP	OP	OP
		Mathematics	OP	OP	OP	OP	OP	OP
3–8	Spring	Social Studies	FT	OP	OP	OP	OP	OP
3–8	Spring	Science	EOP	FT	OP	OP	OP	OP
4, 8	Spring Summer	ELA/ Literacy	OP	OP	OP	OP	OP	OP
		Mathematics	OP	OP	OP	OP	OP	OP
<b>High School</b>	Winter Spring Summer	English I	---	---	OP	OP	OP	OP
		English II	---	EOCT	EOCT	OP	OP	OP
		English III	---	EOCT	EOCT	EOCT	EOCT	---
		Algebra I	---	EOCT	EOCT	OP	OP	OP
		Geometry	---	EOCT	EOCT	OP	OP	OP
		Biology	---	EOCT FT	EOCT FT	OP	OP	OP
		U.S. History	---	EOCT FT	OP	OP	OP	OP

▲ Administrative Error Retest. A special administration administered concurrently with all other administrations.

FT Field Test. Contractor develops, delivers, scores, and reports results on the appropriate forms based on LDOE’s assessment plan.

OP Operational Test. Contractor develops, delivers, scores, and reports results on the appropriate forms based on LDOE’s assessment plan.

EOCT Phase out of current, 4-achievement-level EOC Test. Contractor delivers, scores, and reports results on forms for students needing EOC for graduation requirements.

EOP Existing Operational Test for LEAP and iLEAP

*\*Tentative* Plan may be adjusted based on educator feedback

**Table 9: Computer-based Testing Transition Plan *\*Tentative***

Louisiana Assessments Grades 3-11: ELA, Math, Science, Social Studies						
Grade	Content/Subject	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
<b>3</b>	ELA	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
	Math	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
	Science	PBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
	Social Studies	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
<b>4</b>	ELA	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
	Math	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
	Science	PBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
	Social Studies	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT	PBT-CBT
<b>5</b>	ELA	PBT-CBT	CBT	CBT	CBT	CBT
	Math	PBT-CBT	CBT	CBT	CBT	CBT
	Science	PBT	CBT	CBT	CBT	CBT
	Social Studies	CBT	CBT	CBT	CBT	CBT
<b>6</b>	ELA	PBT-CBT	CBT	CBT	CBT	CBT
	Math	PBT-CBT	CBT	CBT	CBT	CBT
	Science	PBT	CBT	CBT	CBT	CBT
	Social Studies	CBT	CBT	CBT	CBT	CBT
<b>7</b>	ELA	PBT-CBT	CBT	CBT	CBT	CBT
	Math	PBT-CBT	CBT	CBT	CBT	CBT
	Science	PBT	CBT	CBT	CBT	CBT
	Social Studies	CBT	CBT	CBT	CBT	CBT
<b>8</b>	ELA	PBT-CBT	CBT	CBT	CBT	CBT
	Math	PBT-CBT	CBT	CBT	CBT	CBT
	Science	PBT	CBT	CBT	CBT	CBT
	Social Studies	CBT	CBT	CBT	CBT	CBT
<b>9</b>	English I	--	CBT	CBT	CBT	CBT
	Algebra I	--	CBT	CBT	CBT	CBT
<b>10</b>	English II	--	CBT	CBT	CBT	CBT
	Geometry	--	CBT	CBT	CBT	CBT
	Biology	--	CBT	CBT	CBT	CBT
<b>11</b>	English III	--	CBT	CBT	CBT	CBT
	U.S. History	--	CBT	CBT	CBT	CBT

PBT Paper-based Tests

CBT Computer-based Tests

PBT-CBT Paper-based Tests and Computer-based Tests

*\*Tentative* Plan may be adjusted based on educator feedback

### 3.2 Functional and Technical Requirements

- The Contractor shall work with the LDOE to develop and submit a detailed management plan that indicates how all tasks will be coordinated to conduct an efficient assessment program that aligns with the statewide administration schedules approved by the LDOE. Proposers should provide a sample management plan as part of their proposal.
- The Contractor shall develop and produce all test materials for all statewide summative assessments mentioned in this RFP.
- The Contractor shall produce Braille and large print test booklets, answer documents, and manuals for all statewide summative assessments mentioned in this RFP.
- The Contractor shall produce pre-identified labels, distribute materials to LEAs, collect materials, etc.

*The following table should be included in the Proposer's response to aid in qualifying and evaluating multiple responses. The Proposer should place ✓ to denote they are proposing a solution for a functional and technical requirement. A Page references and comments should be documented for all requirements outlined in the table. The Proposer should clearly identify if a proposed functional or technical offering will support both the summative and non-summative assessments.*

No.	Requirement Description	✓	Proposal Page Reference/ Comment
<b>Test Administration</b> The Contractor's online test administration portal will support registration for both computer and paper based assessments. This includes the ability to upload or manually enter administrative and student user accounts, roles and test registrations, printing of test booklets, printing of answer sheets and/or test labels, printing of test tickets, printing of manuals (both administrative and user based), and practice guides and tests.  Within the test administration component of the Assessment Delivery Platform, the registration files should facilitate the creation of administrative user accounts with varying levels of access (state, district, school, and class level roles) as well as student level registration (demographics, accessibility and accommodations, and accountability coding), ordering of additional materials, and structural uploads for district and school level agencies.			
<b>Printed Materials</b>			
3.2.1.	The Contractor shall produce all printed materials through print functions within the ADP or through traditional printing and mailing options. Printed materials may include test labels, test booklets, answer documents, and other ancillary testing materials (e.g., rulers, protractors).		
3.2.2.	The Proposer should submit a copy of its standard print material production plan identifying all printed materials to be included in its proposal, as well as any standard approval processes, timelines, forms or other processes which are required to deliver printed assessment materials.		
3.2.3.	The Contractor shall design and submit a detailed procedure for assessing printed material production quality, including plans for proofing all materials before and during production, and check the accuracy of the assembly for		

	LDOE approval. The procedure shall include contingency plans for correction of errors, should any occur.		
3.2.4.	The Contractor shall design and submit a detailed plan for shipment of all secure and non-secure testing materials including verification of delivery, processes for ordering additional materials, and timelines for shipment for LDOE approval.		
3.2.5.	The Contractor shall design and submit a detailed procedure for merging of incomplete documents, including makeup tests and merging of records (from different test sessions and subjects) for LDOE approval.		
3.2.6.	The Contractor shall design and implement a plan for district shipment of materials including considerations for sorting, weather-proofing, soiled documents, and labeling of unused and nonscorable materials for LDOE approval.		
<b>Administrative Training Materials and Manuals</b>			
3.2.7.	The Contractor will provide for the development and distribution of manuals and guides related to administration including online system user guides, test coordinator manuals, test administrator manuals, and an accessibility and accommodation guide.		
3.2.8.	All materials and communications including guides, documents, forms, checklists, FAQs, etc. which will be disseminated by the Contractor to any Louisiana districts and/or schools must be approved by LDOE before final distribution.		
3.2.9.	The Contractor must review and update all test administration manuals, guides and documents prior to every administration. The Contractor must be open to making changes to the structure and content of all manuals, guides, and documents based on LEA and school users' feedback, as determined by the LDOE. The Contractor must receive LDOE's approval and sign-off on all documents before disseminating to districts and schools. The Contractor will complete the update and approval process within the timeframe approved by LDOE which could be at least 4 weeks prior to each administration.		
3.2.10.	<p>The Contractor will provide a test administration manual. Final documents shall be packaged as a digital resource (including bookmarks and an index) that allows the user to read and print in PDF format. The Contractor will also provide printed copies of test coordinator manuals based on enrollment file counts.</p> <p>The test administration manuals will contain but not be limited to:</p> <ul style="list-style-type: none"> <li>• Test security procedures,</li> <li>• Administrative checklists,</li> </ul>		

	<ul style="list-style-type: none"> <li>• General information about how to conduct the assessment,</li> <li>• Specific test instructions, and</li> <li>• Screenshots/steps for completing tasks in the administrative platform.</li> </ul>		
3.2.11.	<p>The Contractor will provide a test coordinator manual. Final documents shall be packaged as a digital resource (including bookmarks and an index) that allows the user to read and print in PDF format. The Contractor will also provide printed copies of test coordinator manuals based on enrollment file counts.</p> <p>The test coordinator manuals will contain but not be limited to:</p> <ul style="list-style-type: none"> <li>• Test security procedures,</li> <li>• Administrative checklists,</li> <li>• Information about how to prepare for the administration,</li> <li>• Screenshots/steps for completing tasks in the administrative platform, and</li> <li>• Directions for receiving and shipping materials.</li> </ul>		
3.2.12.	<p>The Contractor will provide an accessibility and accommodations manual packaged as a digital resource (including bookmarks and an index). The accessibility and accommodations manuals will contain but not be limited to:</p> <ol style="list-style-type: none"> <li>a. Definitions or descriptions of support,</li> <li>b. Indicators for support, and</li> <li>c. Administrative procedures.</li> </ol>		
3.2.13.	<p>The Contractor will ensure all aspects of the assessments, including student-specific administrations with designated accommodations for any particular student as approved by LDOE are error free and the Contractor will assume final responsibility for the accuracy of the accommodated administration.</p>		
3.2.14.	<p>The Contractor will be responsible for producing braille forms. A minimum of one operational test form will be brailled in each test administration. Quantity produced will be based on accommodation and enrollment numbers.</p>		
3.2.15.	<p>The Contractor will ensure that all accommodated tests produced are error free, will make test forms and all supplementary materials available for review by the State prior to reproduction, and will assume final responsibility for the accuracy of the accommodated test instrument.</p>		
3.2.16.	<p>Supplemental instructions for test administrators, including procedures for transferring responses, shall be provided by the Contractor to the State/LEA/schools as needed.</p> <p>The Contractor will include tactile graphics, as needed, with</p>		

	<p>braille administrative kits.</p> <p>The Contractor will provide any additional peripheral materials (e.g., math reference sheets, rulers, protractors) in braille, as needed, for each administration. The Contractor will provide students who are visually impaired (beginning stages) the option to utilize a zoom tool (same tool assigned for Large Print).</p> <p>All costs associated with supplemental materials will be considered as included in the total price if not clearly noted as a separate line item cost.</p>		
3.2.17.	<p>The Proposer should include a plan for transition to Unified English Braille (UEB) over the first two years. The plan should include an overlap of materials available in both forms during the transition.</p> <p>The Contractor shall implement a plan of transition to UEB over the first two years of the contract.</p>		
3.2.18.	<p>The Contractor must produce Large Print Form test booklets for each content area and grade level based on accommodation and enrollment numbers.</p>		
3.2.19.	<p>Paper forms for online assessments shall be made available by the Contractor in grades K-8 as noted in Table 9: Computer-based Testing Transition Plan <i>*Tentative</i> and for students (all grades) unable to access computer-based assessments. The Contractor will be responsible for coordinating all processes and deliverables necessary for production and development as well as all packaging and shipping required for delivering paper forms to schools and districts in Louisiana.</p>		
3.2.20.	<p>Online and paper forms of math assessments shall be made available by the Contractor for students requiring an accommodation to use a Native Language Spanish Form.</p> <p>The Proposer should clearly indicate any additional costs for delivering native language forms as well as any other available languages and/or options.</p>		
3.2.21.	<p>Administrative directions scripts must be provided by the Contractor in Spanish, Vietnamese, Arabic, Chinese (Cantonese and Mandarin), French, and Urdu as needed by Louisiana students.</p>		
3.2.22.	<p>The Contractor must deliver practice tests, as appropriate, for state assessments and as provided by the state or an external source.</p> <p>The Proposer should provide adequate documentation relative to their capability for providing the following practice tests and resources:</p>		

	<ul style="list-style-type: none"><li>a. Paper practice tests shall be provided in pdf format for download in alignment with the paper/online transition plan</li><li>b. Online practice tests provided within the testing client</li><li>c. Spanish (math) version available</li><li>d. Large print available</li><li>e. Braille version available</li><li>f. Keys and rubrics accessible to users</li></ul> <p>The Proposer should clearly indicate any additional costs for delivering any additional native language forms as well as any other available languages and/or options.</p>		
3.2.23.	<p>The LDOE will require the Contractor to update some or all practice tests to reflect any changes in the operational test forms, the comprehensive assessment system functionality, or changes to the practice questions throughout the life of the contract.</p> <p>The Proposer should describe their update process and timeline for practice tests.</p>		
<b>Administrative Error Retest</b>			
3.2.24.	<p>The Contractor will deliver Administrative Error (AE) retests for students whose tests are voided due to administrative errors.</p>		
3.2.25.	<p>The Proposer must provide a per student cost for AE retests which will be directly billed to LEAs.</p>		
3.2.26.	<p>The Contractor will be responsible for developing a process to collect and process all AE retest fees that are directly billed to LEAs.</p>		



## **4.0 Delivery Platform**

### **4.1 Scope and Services**

The State is seeking a comprehensive assessment platform to support the administration, delivery, scoring, and reporting of summative state level assessments in grades K–8 and high school as well as the delivery, scoring and reporting of non-summative assessments at the district and classroom level.

The Assessment Delivery Platform (ADP) will provide the following functionality:

- General System Requirements
  - Platform and Client Functionality
  - Authentication and User Management
  - System Security
  - Logging and Audits
  - Platform Capacity
  - System Monitoring and Alerting
  - Maintenance and Uptime of Platform
  - System Testing
  - Resource Library, User Guides, Training Materials, and Documentation
- Student Information and Options
- Test Registration and Scheduling
- Test Client
- Test Delivery
- Test Administration
- Student Tool Sets
- Accessibility and Accommodation Options
- Test Score Monitoring
- Scoring
- Data Warehouse
- Reporting

In addition to the Assessment Delivery Platform functions above, the State also seeks costs for adding functionality to provide non-summative assessments. It is the desire of the State to extend upon the functionality of the summative ADP system to provide for non-summative features that would include an Item Authoring Tool, External Assessment Import Tool, expansion of the data warehouse for storing non-summative tests, expansion of the content library for storing non-summative items, scoring and reporting options. The additional non-summative ADP features, which are to be priced, are noted below in section 8.0.

### **4.2 Functional and Technical Requirements**

*The following table should be included in the Proposer's response to aid in qualifying and evaluating multiple responses. The Proposer should place ✓ to denote they are proposing a solution for a functional and technical requirement. A Page references and comments should be documented for all requirements outlined in the table. The Proposer should clearly identify if a proposed functional or technical offering will support both the summative and non-summative assessments.*

*NOTE: Proposers should clearly articulate if a functional and/or technical requirement is currently available within their platform offering or if the requirement will be delivered at a future specified and negotiated point within the contract. If delivery dates for features are known at this time, timelines for delivery of a requirement should be provided within this section.*

No.	Requirement Description	✓	Proposal Page Reference/ Comment
<b>GENERAL SYSTEM REQUIREMENTS</b>			
<b><i>PLATFORM AND CLIENT FUNCTIONALITY</i></b>			
4.2.1	The Contractor must support the creation, delivery, and reporting of all Louisiana assessments as noted in Table 2: Louisiana Assessment Programs.		
4.2.2	The Contractor's ADP will support the delivery of secure assessments via a web-based online platform and in paper-based format.		
4.2.3	The Contractor's ADP will support the delivery of non-secure practice assessments via a web-based online platform and/or via an online portal that contains downloadable electronic version (e.g. PDF, MS Word, etc.) of non-secure paper-based assessments.		
4.2.4	The Contractor's ADP will support the creation, delivery and reporting of summative assessment items, and test forms.		
4.2.5	The Contractor's ADP will include student tools, accommodation, and accessibility features.		
4.2.6	The Contractor's ADP will provide customizable administrative features and functions for managing test items, test scheduling, test delivery, scoring, reporting and data warehousing.		
4.2.7	The Contractor will support caching of test questions and test responses at the district, school and/or student level to mitigate any potential network interruption.		
4.2.8	The Contractor must provide security in both high and low bandwidth and/or network settings, including off-line testing when necessary.		
<b><i>AUTHENTICATION AND USER MANAGEMENT</i></b>			
4.2.9	The Contractor must provide administrative users the ability to reset their own passwords.		
4.2.10	The Contractor must provide an encryption of user logins utilizing tools such as SSL certificates and public/ private session keys.		
4.2.11	The Contractor must encrypt all sensitive data at rest and in-transit.		
4.2.12	The Contractor will provide strong authentication controls for all system and test access, which should include the use of two factor and role-based authentication, one-time		

	credentials, configurable policies, and controls on passwords and credentials.		
4.2.13	The Contractor will create a unique, randomly-generated internal identifier for Administrative users as well as student testers that is linked to the State's and/or School District's unique student identifier.		
4.2.14	The Contractor's ADP must provide an authentication/ authorization component for managing identities, roles, and configurable user policies.		
<b>SYSTEM SECURITY</b> The Contractor must ensure a high level of security for the LDOE's assessments and related data at all times. The Proposer should detail how their proposed solution will ensure data at-rest and data in-transit meet the State's security guidelines. The Proposer should also detail any additional security specifications or protocols that may be required for end-to-end test security.			
4.2.15	The Contractor will ensure encrypted storage of all data including active data and all backups.		
4.2.16	The Contractor will ensure that any and all transmission or exchange of system application data with the State and/or any other parties shall take place via secure means (e.g., HTTPS, FTPS, SFTP or equivalent means).		
4.2.17	The Contractor's ADP must support user password strength requirements		
4.2.18	The Contractor's ADP will provide for multiple user roles and data access authorizations to ensure access to all or a particular subset of data is authorized including masking of personally identifiable information as required.		
4.2.19	The Contractor shall ensure network security is maintained and at a minimum includes: network firewall provisioning, intrusion detection/prevention, and periodic third party penetration testing. The Contractor shall also maintain network security that conforms to one of the following: <ul style="list-style-type: none"> <li>a. State security requirements, as listed at <a href="http://doa.louisiana.gov/oit/Policies.htm">http://doa.louisiana.gov/oit/Policies.htm</a>;</li> <li>b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <a href="http://checklists.nist.gov/repository/1023.html">http://checklists.nist.gov/repository/1023.html</a> and <a href="http://checklists.nist.gov/repository/">http://checklists.nist.gov/repository/</a>; or</li> <li>c. Any generally recognized, comparable standard that the Proposer then applies to its own network (e.g., ISO 27002).</li> </ul>		
4.2.20	The Contractor shall ensure that any and all State data will be stored, processed, and maintained solely on designated servers and that no State data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Proposer's designated		

	backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the continental United States, unless specifically agreed to in writing by a State officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the State for any general or specific case.		
4.2.21	The Contractor shall store all State backup data as part of its backup and recovery processes in encrypted form, using no less than 256-bit key encryption.		
4.2.22	The Contractor shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft notifications, etc.).		
4.2.23	The Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the data sharing agreement ( <a href="#">See Appendix A</a> ). Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Proposer. As required by state and federal law, the Proposer further agrees that no State data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by a State officer with designated data, security, or signature authority.		
4.2.24	The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the State or an individual identified with the data or information in the vendor's custody. The Proposer agrees to comply with all applicable state and federal laws and regulations, including but not limited to <a href="#">Act 837</a> and the <b>Family Educational Records Protection Act (FERPA)</b> .		
4.2.25	The Contractor shall comply with the Louisiana Database Breach Notification Law (Act 499), ( <a href="http://www.legis.state.la.us/billdata/streamdocument.asp?id=317617">http://www.legis.state.la.us/billdata/streamdocument.asp?id=317617</a> ), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify the State immediately and		

	assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event, unless released in writing by a State officer with designated data, security, or signature authority.		
4.2.26	The Contractor will conduct an annual security audit of the Platform and its data center and if requested, provide LDOE a report of all findings.		
<b>LOGGING AND AUDITS</b>			
4.2.27	The Contractor must provide auditable non-repudiation of all data changes.		
4.2.28	The Contractor must provide active monitoring and alerting of all data access, both during secure testing and all administrative or maintenance processes.		
4.2.29	The Contractor must provide proactive monitoring of all network access and blocking of all suspicious activities that could result in test irregularities.		
4.2.30	The Contractor must provide proactive monitoring of security alerts and controls to update system software to close known security holes on a timely basis.		
<b>PLATFORM CAPACITY</b>			
4.2.31	The Contractor's ADP must be load tested to ensure testing capacity of 20-25% of the total testing population.		
4.2.32	The Contractor must provide full descriptions and justifications of the capacity calculations and assumptions used to ensure their proposed solution meets or exceeds requirement 4.2.31.		
4.2.33	<p>The Contractor must provide a plan or description of how it will validate system readiness and capacity using both actual devices from across the state and simulated test cases.</p> <p>The Proposer should describe its process for validating system readiness as well as describe current testing capacity of their system as part of its proposal.</p>		
<b>SYSTEM MONITORING AND ALERTING</b>			
4.2.34	The Contractor shall provide a monitoring and alerting system that provides operational status and warning based on pre-defined thresholds for notifying authorized users.		
4.2.35	The Contractor must include a monitoring system that provides system security, event security notification, and security alerts to authorized users.		
4.2.36	The Contractor must provide a dashboard or on-demand report for authorized users at state, district, and school		

	levels to monitor performance statuses, performance alerts, and performance statistics (user, system, server, etc.).		
4.2.37	The Contractor's ADP must provide all monitoring reports, dashboards, statuses and alerts to authorized users through administrative screens within the platform.		
4.2.38	The Contractor shall provide reporting for the tracking of individuals and their prospective changes to the system.		
4.2.39	The Contractor shall provide failover capabilities in the event of an alert necessitating such action and to ensure continuous up-time.		
4.2.40	The Contractor shall provide a configurable escalation scheme to direct security/performance/error messages/alerts to specified users.		
4.2.41	The Contractor's ADP shall provide alerts to specific users via email or SMS.		
4.2.42	The Contractor's ADP shall provide system alerts to specific users via email or SMS.		
4.2.43	The Contractor's ADP shall provide user-level alerts via the platform for remediation of issues.		
<b><i>MAINTENANCE AND UPTIME OF PLATFORM</i></b>			
4.2.44	The Contractor shall provide an average platform uptime percentage of 99.9% per year. The maximum planned "maintenance window" shall not exceed 96 hours per year and shall not be included in the uptime percentage.		
4.2.45	The Contractor must communicate planned maintenance schedules to the State at least ten business days prior to the planned period.		
4.2.46	The Contractor shall agree that planned maintenance will not occur on business days between 6:00 a.m. and 9:00 p.m. CT or last to such an extent that daily usage is impaired.		
4.2.47	Both the State and the Contractor shall mutually agree upon the date and time at which any maintenance event will commence.		
4.2.48	The Contractor shall provide detailed updates to a designee of the State during planned and unplanned maintenance and outages, describing the nature of and progress on the work being performed.		
4.2.49	The Contractor shall agree that any unplanned or unannounced maintenance shall be deducted from the System Availability uptime percentage.		
4.2.50	The Contractor shall provide documentation related to system stress tests and network hardware, operating system and system security tests that are performed to ensure uptime, if requested.		
<b><i>DISASTER RECOVERY</i></b>			
4.2.51	The Contractor shall provide the State with a disaster		

	<p>recovery plan, to include but not be limited to, all information regarding contingencies and recovery protocols relating to loss of data or data center due to power or connectivity outage, natural disaster, terrorist threat or attack, act of God, war, criminal enterprise, any state of war that may exist, and other exigent situation.</p> <p>The Proposer should provide a sample disaster recovery plan as part of their proposal.</p>		
4.2.52	The Contractor shall provide weekly backups with incremental daily backups.		
<b>SYSTEM TESTING</b>			
4.2.53	The Proposer should describe their approach for functional, performance, and integration testing including their approach to load testing and recursion testing upon discovery and correction of errors.		
4.2.54	<p>The Contractor shall provide a user acceptance test plan for initial system implementation as well as all future upgrades and maintenance for LDOE to approve before the Contractor implements the plan.</p> <p>The Proposer should provide a sample user acceptance test plan.</p>		
4.2.55	The Contractor shall develop test scripts for both internal reviewers and LDOE-selected reviewers.		
4.2.56	The Contractor shall allow LDOE's selected reviewers to test all software components and sign off on all changes and upgrades prior to implementing in the production ADP environment. All testing and subsequent sign offs must be completed no later than 4 months prior to an assessment window unless a shorter timeline is deemed appropriate and is approved by LDOE.		
4.2.57	The Contractor shall work with LDOE and its partners to test all student response scoring components. Scoring components will not be implemented in the ADP production environment until approvals are given by LDOE. All scoring components and subsequent sign offs must be completed no later than 4 months prior to an assessment window unless a shorter timeline is deemed appropriate and is approved by LDOE (e.g., due to year 1 timeline).		
4.2.58	The Contractor shall provide for a parallel test platform if appropriate.		
4.2.59	The Contractor shall provide security testing of all ADP components.		
4.2.60	The Contractor shall provide testing of all end user functions/capabilities and allow for additional testing by LDOE selected reviewers if requested by the State.		

4.2.61	The Contractor shall provide data conversion testing as specified in this Section and shall allow for LDOE selected reviewers to validate data conversion testing outcomes.		
4.2.62	The Contractor shall test hardware and network capacity of the ADP as well as end user devices and networks that will support the Test Client. All device testing and subsequent approvals must be completed no later than 4 months prior to an assessment window unless a shorter timeline is deemed appropriate and is approved by LDOE.		
4.2.63	The Contractor should provide a tool for school to use for certifying their devices meet testing hardware specification and validate the school has the necessary Internet connectivity to successfully deliver both summative and non-summative assessments.		
<b><i>RESOURCE LIBRARY, USER GUIDES, TRAINING MATERIALS, AND DOCUMENTATION</i></b> The resource library will house all training materials, user guides, administrative manuals and other useful instructions or documentation developed by LDOE or the Contractor.			
4.2.64	The Contractor shall create an online resource library to house and distribute all user guides, training materials, documentation, test guidance, FAQs, etc. related to LDOE's assessments		
4.2.65	The Resource library created by the Contractor shall be searchable by topic and divided in a logical manner associated to user roles/responsibilities with LDOE approval.		
4.2.66	The Contractor will provide for the development and distribution of training materials, manuals and guides related to administration and use of all components of the test delivery system including online system user guides, manuals, FAQs, technical documents, support and troubleshooting guides, etc.		
4.2.67	The Contractor will agree to LDOE approving all materials and communications including guides, documents, forms, checklists, FAQs, etc. which will be disseminated to any of districts and schools before final distribution.		
4.2.68	The Contractor agrees that all user guides, training materials and documents must be reviewed, updated and approved for final distribution at least 3 months prior to every administration except in cases where LDOE has given express permission to shorten this timeline.		
4.2.69	The Contractor must be open to making changes to the structure and content of all manuals, guides, and documents based on LEA and school user's feedback.		
4.2.70	The Contractor shall package all final documents as digital resources (including bookmarks and an index) that allow the user to read and print in PDF format.		
4.2.71	The Contractor will create training materials in various formats, including but not limited to PowerPoint slides,		



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	video training clips, and/or handouts based on the medium which best fits training requirements as directed by LDOE.		
4.2.72	The Contractor must provide Louisiana-specific training materials for in-person training of State and LEA personnel in an electronic format. Materials must include terminology appropriate for Louisiana's Assessment program and must be approved by LDOE.		
4.2.73	The Contractor must agree to all materials and services regarding training and test preparation, as well as a tutorial and practice tests, shall be available to LEAs no less than three (3) months before the opening of the test window and must be approved by LDOE unless express written permission is given by LDOE to shorten this window.		
4.2.74	The Contractor must provide electronic materials for biannual regional pretest training workshops. The Contractor will prepare a PowerPoint presentation and handouts for the representatives of the LEAs. The presentation will provide the audience with information related to all aspects of the assessments.		
4.2.75	The Contractor will prepare draft slides for monthly webinars as needed, provide electronic documents for sharing, and answer questions during the presentation, as necessary. All final materials require LDOE approval four weeks in advance of planned communications unless LDOE approves a shorter timeline.		
4.2.76	The Contractor shall produce training resources (e.g., materials for hands-on training workshops, online demonstration site, self-learning software tutorials) that explain how to administer the assessments, how to use the online assessment system, how to retrieve reports, etc.		
4.2.77	The Contractor will design and develop video-based training tutorials that must be approved by the State. Each tutorial will provide a step-by-step visual walk-through of responsibilities by user role and how they can address their responsibilities using the assessment platform. All recordings must include a voiceover explanation of what is occurring at each step. Updates will be required when any functional changes are made to the platform. Louisiana-specific modules will become the property of the State.		
4.2.78	The Contractor shall provide a centralized 24/7 web-based library/toolbox with links to all available resources for LEAs and schools.		
4.2.79	The Contractor shall provide unlimited toll free telephone support to the State and unlimited toll free system-level technical support to system users during assessment periods as requested and defined by the State.		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
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<b>Student Information and Options</b>			
4.2.80	The Contractor's ADP shall provide either a bulk upload or integration feature to import student information, accommodations options, accessibility options, test administrator assignment and management, and student assignment for test registration and scheduling purposes. Upload and import features must be available at the state, district and school level based on user authenticated access and roles.		
4.2.81	The Contractor's ADP shall provide the ability to receive and export data using current file formats (e.g. RTF, XML, XLS or CSV).		
4.2.82	The Contractor's ADP shall provide the ability to receive changes to registration information via batch upload or a user interface for authorized users.		
4.2.83	The Contractor's ADP shall have its own internal randomly-generated Unique Student ID that translates to the state and/or district assigned GUID.		
4.2.84	The Contractor's ADP shall accept student data using interoperable formats.		
4.2.85	The Contractor's ADP shall provide the ability to control the data exchange through the Portal.		
4.2.86	The Contractor's ADP shall store the student and registration data.		
4.2.87	The Contractor's ADP shall exchange data using open standard APIs for connectivity to State Systems such as the State's Unique Identifier System.		
4.2.88	The Contractor's ADP shall use secure, encrypted messages and Internet protocols to communicate with other components and processes, including state, district, or school SISs or GUID systems.		
4.2.89	<p>Per Act 837, only for those LEAs with appropriate data sharing agreements, the Contractor's ADP shall include at least the following data elements as part of the precode student record.</p> <ul style="list-style-type: none"> <li>• District Identifier</li> <li>• School Identifier</li> <li>• Student GUID</li> <li>• Names</li> <li>• Birthdate</li> <li>• Sex</li> <li>• Grade Level When Assessed</li> <li>• Race</li> <li>• Ethnicity</li> <li>• Special Education</li> <li>• 504</li> <li>• English Language Learner</li> </ul>		

	<ul style="list-style-type: none"> <li>• Gifted and Talented</li> <li>• Economically Disadvantaged</li> <li>• Test Code</li> <li>• Test Format</li> <li>• Accommodations</li> <li>• Accessibility Features</li> <li>• Accountability Coding</li> </ul>		
4.2.90	<p>For all testers, the Contractor's ADP shall include and be able to operate smoothly using only non-personally-identifiable pre-code student records. These may include, as an example:</p> <ul style="list-style-type: none"> <li>• District Identifier</li> <li>• School Identifier</li> <li>• Student GUID</li> <li>• Partial First and/or Last Name</li> <li>• Partial Birthdate</li> <li>• Sex</li> <li>• Grade Level When Assessed</li> <li>• Race</li> <li>• Ethnicity</li> <li>• Special Education</li> <li>• 504</li> <li>• English Language Learner</li> <li>• Gifted and Talented</li> <li>• Economically Disadvantaged</li> <li>• Test Code</li> <li>• Test Format</li> <li>• Accommodations</li> <li>• Accessibility Features</li> <li>• Accountability Coding</li> </ul>		
4.2.91	<p>The Contractor's ADP shall include the ability to mask personally identifiable information (PII) from state level users to be in compliance with Act 837 of the 2014 Louisiana Legislative Session.</p>		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Test Registration and Scheduling</b> Test Registration and Scheduling functionality allows for scheduling of testing windows, assigning personnel and resources to facilitate testing, and to provide for correct student assignments and accommodations. Additionally, the functionality allows for coding of students for accountability purposes in order to ensure accuracy in the calculation of school and district performance scores (e.g., coding when students are excused from testing because they move out of state, are hospitalized).			
4.2.92	The Contractor's ADP shall provide a scheduling component for the management of administering an assessment.		
4.2.93	The Contractor's ADP shall provide the ability for		

	authorized users to define the testing windows.		
4.2.94	The Contractor's ADP shall provide the ability for authorized users to create and assign test sessions, students, and test administrators.		
4.2.95	The Contractor's ADP shall allow pre-scheduling of tests during registration upload.		
4.2.96	The Contractor's ADP shall allow accommodations and accessibility features to be assigned to a student based on the student's English Language Learner (ELL) status, Individualized Education Program (IEP), or 504 plan.		
4.2.97	The Contractor's ADP shall notify authorized users when key registration activities occur (e.g., when registration begins, completes).		
4.2.98	The Contractor's ADP shall provide the ability for authorized users to enable or disable notifications for specified activities.		
4.2.99	The Contractor's ADP shall enable authorized users to add registration data.		
4.2.100	The Contractor's ADP shall enable authorized users to modify registration data.		
4.2.101	The Contractor's ADP shall enable an unregistered student to test.		
4.2.102	The Contractor's ADP shall enable unregistered students to be identified and registered at a later date.		
4.2.103	The Contractor's ADP shall enable authorized users to generate operational reports utilizing live data during registration.		
4.2.104	The Contractor's ADP shall provide the ability to generate a report of registered students that did not test.		
4.2.105	The Contractor's ADP shall provide different levels of detail on registered student data based on user role and to be in compliance with Louisiana Act 837 (e.g., State may not access PII).		
4.2.106	The Contractor's ADP shall provide authorized users the ability to assign access and level of detail rights of student data to system roles.		
4.2.107	The Contractor's ADP shall provide the ability to manage registration and accountability codes at a state, district, and school level.		
4.2.108	The Contractor's ADP shall securely store student registrations per data storage, retention and security policies as outlined in sections <a href="#">9.0 through 14.0</a> of this RFP.		
4.2.109	The Contractor's ADP shall store student records and testing data for students who transfer between schools and districts within the state.		
4.2.110	The Contractor's ADP shall use an internal assessment system unique identifier which is associated with the		

	State's GUID to manage student registrations and student transfers before and during the testing windows.		
4.2.111	The Contractor's ADP shall provide a mechanism to allow a transferred student who has begun testing in one district and/or school to complete testing using the same test form in their new district and/or school.		
4.2.112	The Contractor's ADP shall enable authorized users to assign what accommodations and accessibility features are available to a specific student for a specific test during registration.		
4.2.113	The Contractor's ADP shall store the test registration and scheduling data as part of Data Warehouse.		
4.2.114	The Contractor's ADP shall provide all access to all test scheduling functions through the Portal.		
4.2.115	The Contractor's ADP shall generate all pre-code labels and documents for paper-based testing based on student information, registration and scheduling information submitted via the batch or user input screens.		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Test Client</b> The Contractor's ADP shall provide a Test Client for the display of all summative tests, capturing of test responses, and student test management. This State would like to use this same client for delivering all non-summative assessments as described in Section 8.0, Non-summative assessment.			
4.2.116	The Contractor must provide a locking mechanism for all student devices during testing to exclude all non-test communications and applications.		
4.2.117	The Contractor's ADP must have controls/settings that determine when students can start/stop tests or move between test sections.		
4.2.118	The Contractor's Test Client shall provide the ability to read items aloud.		
4.2.119	The Contractor's Test Client should provide the ability to write text dictated by students.		
4.2.120	The Contractor's Test Client shall provide the ability for a student to continue testing when network communication is lost.		
4.2.121	The Contractor's Test Client shall provide the following submission capabilities: <ul style="list-style-type: none"> <li>allow for student responses to be stored at the client and then batch delivered on a pre-determined schedule</li> <li>allow for batch delivery of student responses when network communications are re-established due to a network outage</li> <li>allow for student responses to be transmitted immediately upon a student submitting a response</li> </ul>		

	to a question.		
4.2.122	The Contractor's Test Client shall provide the ability for a student to adjust settings to their accommodations previously assigned by an authorized user.		
4.2.123	The Contractor's Test Client shall provide a student with tools based on the specific item requirement and/or the student's profile.		
4.2.124	The Contractor's Test Client shall provide a calculator for math assessments based on specified test item requirements, grade levels requirements, or a specific student's profile.		
4.2.125	The Contractor's Test Client shall provide offline test execution capability.		
4.2.126	The Contractor's Test Client shall provide the ability for a student to change previously answered items if the test has not been finished/submitted for scoring.		
4.2.127	The Contractor's Test Client shall provide the ability for a student to log in from different locations or devices when taking tests.		
4.2.128	The Contractor's Test Client shall prevent a student from being logged in more than once.		
4.2.129	The Contractor's Test Client shall comply with section 508 of the Rehabilitation Act of 1973.		
4.2.130	The Contractor's Test Client shall comply with all accessibility and accommodation requirements listed in 4.2.192.		
4.2.131	The Contractor's Test Client shall provide all functions on all computer devices listed in Tables 10-15.		
4.2.132	<p>The Contractor must provide for technology refreshes for new and updated software and hardware over the course of the contract. The Contractor must provide a plan and process for testing client and device changes on a yearly and on as needed basis as well as an obsolescence plan for hardware and software which is no longer supported. LDOE must approve all additions and deletions to the supported hardware and software list for the Contractor's Test Client.</p> <p>The Proposer should describe its technology upgrade and refresh process as well as all currently supported software and hardware versions.</p>		
4.2.133	The Contractor's Test Client shall communicate with the system using standard secure encrypted Internet protocols.		
4.2.134	The Contractor's Test Client shall maintain all local data in a secure data store accessible only by the Test Client.		
4.2.135	The Contractor's Test Client shall provide a "Review Item" flag for students.		
4.2.136	The Contractor's Test Client shall provide an assessment		

	summary screen for students and allow students the ability to go back and answer unanswered or flagged items.		
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No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Test Delivery</b> The Test Delivery component will securely deliver the test to the student, through a test client on the student device as well as capture student responses and metrics.			
4.2.137	The Contractor's ADP shall provide a Test Delivery function for the secure delivery of tests and the storage of student responses and metrics.		
4.2.138	The Contractor's ADP shall support restricting network traffic to the Test Client to the assessment system only.		
4.2.139	The Contractor's ADP shall support all students enrolled. See tables 5–8 for projected counts only.		
4.2.140	The Contractor's ADP shall accommodate an average response time of 2 seconds per page.  The Proposer should specify how they internally test and measure the response time of multiple aspects of the system and how they adjust accordingly. Current system response times for login, page-turns and file server performance should be included in the Proposer's response.		
4.2.141	The Contractor shall ensure that they deliver 95% of all packets that reach the ISP. A 5% or greater packet loss in a one-hour period shall be considered an interruption of service. The Contractor should utilize multiple network paths or other network transport methods for ensuring uninterrupted service.		
4.2.142	The Proposer should describe their plan and process for monitoring and continually reviewing system speed and response times to address any issues promptly as they arise. User wait times must be minimal and driven by the Internet traffic but <i>not</i> due to Website processing.		
4.2.143	The Contractor's ADP shall deliver tests securely by encrypting item data and communicating over secure channels.		
4.2.144	The Contractor's ADP shall provide the ability to preview assessment items exactly as they will render in the Delivery Platform for purposes of quality assurance/quality control.		
4.2.145	The Contractor's ADP shall provide the ability to deliver tests and items in a linear flow, where form and item flow is dependent on the order in which the test was constructed.		
4.2.146	The Contractor's ADP should provide the ability to deliver a portion or complete test in a paper-based format.		
4.2.147	The Contractor's ADP should provide the ability for a		

	student to transition from online to paper-based testing and paper-based to online testing if both form types are available.		
4.2.148	The Contractor's ADP shall store student responses, response metrics, and raw scores for each student.		
4.2.149	The Contractor's ADP shall provide the ability to configure assessment parameters at the state, district, and school level.		
4.2.150	The Contractor's ADP shall restrict the ability to continue testing after a specified time limit whereby no activity has taken place.		
4.2.151	The Contractor's ADP shall provide the ability to restrict offline/outside of test client access by students during an assessment.		
4.2.152	The Contractor's ADP shall provide the ability for a student to re-take or resume a test that has not been completed under certain circumstances for a limited time to be defined by test administration policies.		
4.2.153	The Contractor's ADP shall store the test data as part of Data Warehouse.		
4.2.154	The Contractor's ADP shall provide Test Read Aloud accommodation and accessibility features. The system must read the instructions, items, answer choices, and any supporting resources available through normal test delivery.		
4.2.155	The Contractor's ADP shall provide visual tracking and audio which is edited for correctness, voice quality, pace, tone of voice, clarity, and pronunciation of words for all text to speech items.		
4.2.156	The Contractor's ADP shall provide for large print forms and have the ability to increase font sizes or zoom in as needed within the test client		
4.2.157	The Contractor's ADP shall be compatible with external devices and software utilized by students with disabilities including but not limited to adaptive keyboard and mouse devices, screen readers, and speech-to-text software.		
4.2.158	<p>The Contractor shall provide a plan for testing compatibility and implementing assistive devices in conjunction with the test delivery system.</p> <p>The Proposer should provide a sample plan or describe their processes relative to assistive devices.</p>		
4.2.159	<p>The Contractor's ADP shall provide a variety of answer options including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Drop down menu (in line) choices: students select correct responses from a drop-down menu to complete mathematical or verbal statements</li> <li>• Drag-and-drop: students select and move information to</li> </ul>		



	<p>provide correct answers</p> <ul style="list-style-type: none"> <li>• Fill-in-the-blank: students provide short, usually numeric, responses in a provided box</li> <li>• Hotspots: Students provide correct responses by selecting an object such as a point on a number line, squares to show an array, or a point on a coordinate plane</li> <li>• Equation and text editor: Students use this tool in conjunction with the keyboard to provide detailed explanations or to show problem-solving methods.</li> </ul> <p>The Proposer should clearly articulate all tools which are currently available in their platform as well as any tools which are currently being developed and their timeline for release.</p>		
4.2.160	<p>The Contractor's ADP shall include easy-to-use tools that test administrators can activate for students needing great accessibility or accommodations, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• masking that allows students to cover answer options,</li> <li>• color contrast tools that allow students to adjust the background or print, and</li> <li>• a line reader tool that allows students to move text up or down.</li> </ul> <p>The Proposer should clearly articulate all tools which are currently available in their platform as well as any tools which are currently being developed and their timeline for release.</p>		
4.2.161	The Contractor's ADP must support the delivery of variable test forms within a single assessment		
4.2.162	The Contractor's ADP must support vertical split-screen support for reading selections and associated test items		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Test Administration</b>			
4.2.163	The Contractor's ADP shall provide a Test Administration function for managing students, staff, and exceptions during test administration.		
4.2.164	The Contractor's ADP shall provide a test administrator the ability to enable or disable access features, accommodations, accessibilities, ancillaries, and tools for specific sessions and specific students.		
4.2.165	The Contractor's ADP shall provide the ability for a test administrator to start, stop, pause, or resume a student's test and should track these occurrences.		

4.2.166	The Contractor's ADP shall provide the ability for the test administrator to transition a student to a paper-based test, if a paper-based test form is available.		
4.2.167	The Contractor's ADP shall restrict pausing a student test to a defined amount of time.		
4.2.168	The Contractor's ADP shall prevent a student test taker from re-starting a test session that was stopped for any reason.		
4.2.169	The Contractor's ADP shall enable test administrator override system lockout in cases where a student incorrectly exits from a test.		
4.2.170	The Contractor's ADP shall provide the ability for a test coordinator or administrative user with the proper security credentials to cancel and restart a student testing session.		
4.2.171	The Contractor's ADP shall provide the ability for a test coordinator to change a student's assigned form before testing begins (e.g., due to accommodations)		
4.2.172	The Contractor's ADP shall provide the ability for a test administrator to monitor the status (started, in progress, completed) and progression (percentage of items completed) of each student's test at the time the test is being taken.		
4.2.173	The Contractor's ADP shall provide the ability for a test administrator to mark responses complete on a test that has been entered by a third party on behalf of a student.		
4.2.174	The Contractor's ADP shall provide all access to all test administration functions through the Portal.		
4.2.175	The Contractor's ADP shall store administrative data and actions as part of Data Warehouse.		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Student Tool Set</b> The Contractor's ADP must deliver item easy-to-use specific tools based on item specifications within the testing client. The following list contains a minimum set of tools but additional tools may be required based on assessment needs over the course of the contract.			
4.2.176	The Contractor's ADP shall provide a highlighter tool that allow students to shade text on the screen.		
4.2.177	The Contractor's ADP shall provide read aloud directions and item text that can be played and repeated as needed.		
4.2.178	The Contractor's ADP shall provide text and image zooming that allows students to see words, pictures, and details more clearly.		
4.2.179	The Contractor's ADP shall provide an embedded/pop-up glossary.		
4.2.180	The Contractor's ADP shall provide a spell-checker that		

	can be used while writing for items where a spell-checker is allowed.		
4.2.181	The Contractor's ADP shall provide a notepad for writing and editing notes.		
4.2.182	The Contractor's ADP shall provide standard word processing tools/functionalities for constructed response items. Functions must include, but not be limited to: cut and paste, text select, options for font style and text color and size, underline, bold, insert bullets, insert images, undo, redo, superscript/subscript, insert symbols.		
4.2.183	The Contractor's ADP shall provide flags for items the student wants to review later.		
4.2.184	The Contractor's ADP shall provide audio controls that allow students to change the volume levels for all audio-enabled items or text-to-speech functions.		
4.2.185	The Contractor's ADP shall provide a strikethrough answer option that allows students to cross out multiple-choice answers they deem to as incorrect answers.		
4.2.186	The Contractor's ADP shall provide protractors, rulers (cm/in), and other math tools as specified by content.		
4.2.187	The Contractor's ADP shall provide grids for graphing.		
4.2.188	The Contractor's ADP shall provide a dynamic on-screen calculator which simulates a four-function calculator with square root capabilities, (2) scientific calculator, and (3) graphic calculator, where appropriate given the test blueprint.		
4.2.189	The Contractor's ADP shall provide graphic organizers or representations to include, but not be limited to Venn diagram, T-chart, story map, concept map, flow map, and others that may be determined by LDOE.		
4.2.190	<p>The Contractor's ADP shall allow for additional tool creation/development as new tools are defined for future assessments.</p> <p>The Proposer should provide a complete list of all student tools and features currently available and/or on a timeline for release within their ADP.</p>		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Accessibility and Accommodation Options</b> The Contractor's ADP must comply with accommodations and accessibility practices, standards, and regulations per state and federal regulations and guidance. All aspects of the assessments, including student-specific administrations, must allow for accommodation for any student who requires these options.			
4.2.191	The Contractor's ADP's accessibility and accommodation features must meet W3C Web Content Accessibility		

	Guidelines.		
4.2.192	<p>The Contractor will provide documentation on all accessibility and accommodation features including but not limited to:</p> <ul style="list-style-type: none"> <li>• Spoken, Text Only</li> <li>• Spoken, Text &amp; Graphics</li> <li>• Spoken, Non-Visual</li> <li>• Spoken, Directions Only</li> <li>• Braille</li> <li>• Tactile</li> <li>• Signing: ASL</li> <li>• Signing: Signed English</li> <li>• Keyword Translation</li> <li>• Magnification</li> <li>• Reverse Contrast</li> <li>• Alt. Text &amp; Background Colors</li> <li>• Color Overlay</li> <li>• Answer Masking</li> <li>• General Masking</li> <li>• Additional Testing Time</li> <li>• Keyword Emphasis</li> <li>• Line Reader</li> </ul> <p>The Proposer should provide a complete list of all accessibility and accommodation features currently available and/or a timeline for release of other features within their ADP.</p>		
4.2.193	The Contractor's ADP shall provide appropriate accommodations and accessibility functions based on the student's settings defined in the student data and options file.		
4.2.194	The Contractor's ADP shall enable authorized users to assign what accommodations and accessibility features are available to a specific student.		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Scoring</b> The Contractor's ADP shall provide Test Scoring Distribution and Routing processes which take test data and response data and route them to the appropriate scoring process, including the key-based and rule-based scoring processes within the Delivery Platform, and hand-off to external scoring processes including hand scoring and automated machine scoring. The Test Scoring Monitoring process will manage the scoring, including assembling data returned from any external scoring processes.			
4.2.195	The Contractor's ADP must automatically score all non-constructed response items delivered through the ADP.		
4.2.196	The Contractor's ADP shall support authorized users to		

	upload student content (e.g., PDF, .jpg) generated outside the online delivery platform for scoring purposes.		
4.2.197	The Contractor shall provide online automated scoring results within the agreed upon timeframe specified by LDOE.		
4.2.198	The Contractor's ADP shall enable authorized users (i.e. external scorers) to enter student scores and have those scores incorporated into the student's data file.		
4.2.199	The Contractor's ADP shall provide a key-based/rule-based scoring function for the simple machine scoring of responses and describe their process.		
4.2.200	The Contractor's ADP shall provide a Test Scoring Distribution and Routing function for managing the rules and workflows in determining how responses get scored.		
4.2.201	The Contractor's ADP shall manage the rules and workflow for multiple, specified scoring components for a particular item.		
4.2.202	The Contractor's ADP shall provide the ability to add, upgrade, or replace a scoring component.		
4.2.203	The Contractor's ADP shall provide the ability for authorized users to input rules and workflows for scoring.		
4.2.204	The Contractor's ADP shall have the ability to score automated responses instantly when the system receives the response.		
4.2.205	The Contractor's ADP shall have the ability to send batch responses to a scoring component on a schedule.		
4.2.206	The Contractor's ADP shall have the ability to route response data to external scoring components.		
4.2.207	The Contractor's ADP shall have the ability to query scoring components external to the system on the status of scoring requests or batches.		
4.2.208	The ADP should have an option to exchange data using open standard APIs.		
4.2.209	The Contractor's ADP shall use secure protocols and provide for the use of open standard data format for communicating or transferring data.		
4.2.210	The Contractor's ADP shall provide the ability to control the routing and distribution through the Portal.		
4.2.211	The Contractor's ADP shall store routing data and actions as part of Data Warehouse.		
4.2.212	For online testing, the Contractor agrees to ensure student registration information and item responses are recorded, stored, and collected exactly the way student entered including the fill-in responses and performance tasks.		
<i>Scanning</i>			
4.2.213	The Contractor must support plain paper scanning as well as Optical Character Recognition scanning for paper-based assessments.		
4.2.214	The Contractor shall provide an accuracy test to ensure all		

	scanned and OCR materials match the original paper documents.		
4.2.215	The Contractor shall provide a description of the types of scanners to be used and their capacity during the time the Louisiana project will be processed.		
4.2.216	The Contractor shall describe the general editing and proofing procedures, and a detailed plan of keeping track of the number of documents scanned.		
4.2.217	The ADP should provide a Test Scoring Monitoring function to monitor and report on the scoring process (e.g. number of test remaining to be scored, number of test scored, current status of scoring, etc.)		
4.2.218	The Contractor's ADP shall enable authorized users to configure who can modify scores.		
4.2.219	The Contractor's ADP shall enable authorized users to configure attributes that trigger notifications and alerts.		
4.2.220	The Contractor's ADP shall enable authorized users to configure who can receive notifications and alerts.		
4.2.221	The Contractor's ADP shall enable authorized users to manually override a previously-scored response.		
4.2.222	The Contractor's ADP shall store history to all modifications made to scores including user, date stamp, and reason for the change.		
4.2.223	The Contractor's ADP shall flag and alert State administrators when responses contain certain attributes or content such as adult intervention, collusion/cheating, and student endangerment.		
4.2.224	The Contractor's ADP shall enable authorized administrators to identify who receives the alerts.		
4.2.225	The ADP should provide the ability to manage test score monitoring through the Portal.		
4.2.226	The Contractor's ADP shall store override and modification data and actions as part of Data Warehouse.		
<i>Hand Scoring within the ADP</i>			
4.2.227	The Contractor should provide authorized users, whose job is to hand score student constructed content, the option to either utilize an online scoring workflow within the ADP or provide an external mechanism or process for completing hand scoring tasks.		
4.2.228	The Contractor's ADP shall provide necessary word processing and calculation tools to support hand-scoring processes.		
4.2.229	The Contractor's ADP shall support the management of rubrics and other materials needed to support hand-scoring processes.		
4.2.230	The Contractor's ADP shall enable authorized users to access student responses for the purposes of hand scoring.		
4.2.231	The Contractor's ADP shall provide an in-platform screen for		

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	entering scores for each item reviewed by a hand-scorer.		
4.2.232	The Contractor's ADP should provide a mechanism for managing the workflow process associated to all items requiring hand-scoring. The Contractor's ADP should track, monitor and report on the work-flow status of each item and/or test within the ADP system.		
4.2.233	The Contractor's ADP shall support authorized users, whose job is to hand score student constructed content, to upload student content (e.g., text, image, audio, and/or video) generated outside the online delivery platform if hand scoring requires any external process from the ADP.		

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Data Warehouse</b> The Data Warehouse Component of the Contractor's ADP will provide a secure, reliable, flexible, and scalable digital data storage platform for current student test responses, response metrics and scores as well as longitudinal assessment data. It will also allow for management, reporting, and analysis of assessment information both internally and externally to the system.			
4.2.234	The Contractor's ADP shall provide a Data Warehouse to store all transient data during testing.		
4.2.235	The Contractor's ADP shall encrypt all stored data in the data warehouse.		
4.2.236	The Contractor's ADP shall identify all student data in the warehouse by its internal ADP identifier and the State's GUID.		
4.2.237	The Contractor's ADP shall have the ability to purge inactive or bad data from the data warehouse. All purged data must be logged for auditing purposes.		
4.2.238	The Contractor agrees that, upon termination of this Agreement, it shall return all data to the State in a useable electronic form, and erase, destroy, and render unreadable all State data in their entirety in a manner that prevents their physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the State, whichever comes first.		
4.2.239	The Contractor shall design and implement the historical data warehouse as a critical component to have the same features and data elements that support both the summative and formative assessment systems.  The Proposer should clearly describe its data warehouse methodology, functionality and capacity to meet the needs of this RFP.		
4.2.240	The Contractor's system must be able to collect, process,		

	store, retrieve, and report assessment data at different levels that are linked across entities, and over time.  The Proposer should clearly articulate its process for loading, extracting, adding and reporting on all data within the Data Warehouse.		
4.2.241	The Contractor's system must be easily accessible to different level of users with appropriate authorization.		
4.2.242	The Contractor's ADP data warehouse shall store summative assessment data for current and future test administrations for all grades and subjects.		
4.2.243	The Contractor's ADP data warehouse must store all student's identification information including student district code, district name, school code, school names, student unique ID, and other identifiers that are permitted under Act 837 and/or applicable data sharing agreements.		
4.2.244	The Contractor's ADP data warehouse developed by the Contractor must store student item responses and all scoring data for summative assessments.		
4.2.245	The Contractor's system should provide the option to connect the assessment data with student demographics, courses, and other data sources for comprehensive data analysis at the state level.		
4.2.246	The student unique ID in the Contractor's warehouse must be attached to each student record stored in the warehouse, and used to link student test history.		
4.2.247	The data warehouse developed by the Contractor must support authorized users at school, district, and state levels to perform record searching, merging, unmerging, and cleaning up.		
4.2.248	The Contractor must propose record merging criteria and procedures to link student test history records accurately and reliably.		
4.2.249	The Contractor must promptly load, update, store, and validate test administration data in the data warehouse after each test administration.		
4.2.250	The Contractor's system must have the capacity to provide flexible reporting so users can customize the reports based on their level of access and intended use. The reports and files should be downloadable.		
4.2.251	The Contractor's system must have the capacity to display test results in a variety of tabular and graphical formats that are easily understood by all users.		
4.2.252	The Contractor's test history reports must be designed to provide up-to-date descriptions of students' current achievement level, test history, and measures of growth over time.		
4.2.253	The Contractor's system shall allow authorized users to be		



	able to conduct data analyses (e.g. strengths, weaknesses) on student test history reports.		
4.2.254	The Contractor's system should allow users to connect student test history and other data with strategies and resources that help the schools and districts in their yearly improvement planning process.		
4.2.255	The Contractor's system should have the capacity to link the test history reports to resources that help users to properly interpret the results.		
4.2.256	The Contractor must provide test history report mock ups for LDOE review and approval. Mockups should reflect the format, verbiage, and design of the final reports.		
4.2.257	Users at school, district, and state levels should be able to create, view, print and download reports within the Contractor's ADP system.		

### Test Client Hardware and Software Compatibility Tables

The winning Proposer must be able to administer assessments on devices meeting the following minimum requirements, as noted in Table 10 through Table 15. The Proposer must allow for technology refreshes and submit plans for obsolescence of all of hardware and software used by the test client over the course of the contract. Table 10 through Table 15 provides a minimum set of hardware and software requirements which should be supported by the Contractor at the onset of the contract period. Modifications, updates and deletions from this list must be approved by LDOE throughout the course of the contract.

**Table 10: CBT Operating System Requirements**

Operating System	Requirement
Windows	7 and higher
Mac	OS 10.6 and higher
Chromebook	OS 19 and higher

**Table 11: CBT Internet Browser Requirements**

Browser	Requirement
Internet Explorer	IE 9.0 and higher
Chrome	v. 31 and higher
Firefox	v. 25 and higher
Safari	5.1 and higher

**Table 12: CBT Other Requirements**

Function	Minimum Requirement
Memory	512 MB RAM and higher
Processor	Windows – any Mac – 1.83 GHz Core 2 Duo and higher
Connectivity	Wired or wireless
Screen Size	9.5 inches and larger

Screen Resolution	1024 x 768 and greater
Input Devices	Keyboard – wired or wireless/Bluetooth Mouse or touchpad or Touchscreen
Headphone	Headphone or Ear bud or Earphones

**Table 13: CBT iPad Requirements**

Function	Minimum Requirement
Operating System	iOS 6 and higher
Memory	512 MB RAM and higher
Processor	Any
Connectivity	Wired or wireless
Screen Size	9.5 inches and larger
Screen Resolution	1024 x 768 and higher
Input Devices	Keyboard – wired or wireless/Bluetooth Mouse or touchpad or Touchscreen
Headphone	Headphone or Ear bud or Earphones

**Table 14: CBT Windows Tablet Requirements**

Function	Minimum Requirement
Operating System	Windows 8
Browsers	IE 10, Chrome v. 31, Firefox v.25 and higher
Memory	1 GB RAM
Processor	Intel Based
Connectivity	Wired or wireless
Screen Size	9.5 inches and larger
Screen Resolution	1024 x 768 and higher
Input Devices	Keyboard – wired or wireless/Bluetooth Mouse or touchpad or Touchscreen
Headphone	Headphone or Ear bud or Earphones

**Table 15: CBT Android Tablet Requirements**

Function	Requirement
Operating System	Android 4.0 and higher
Browsers	IE 9, Chrome v. 31, Firefox v.25 and higher
Memory	512 MB RAM and higher
Processor	x86, x86_64, and arm
Connectivity	Wired or wireless
Screen Size	9.5 inches and larger
Screen Resolution	1024 x 768 and higher
Input Devices	Keyboard – wired or wireless/Bluetooth Mouse or touchpad or Touchscreen
Headphone	Headphone or Ear bud or Earphones

## 5.0 Content Library

### 5.1 Scope and Services

The Contractor will provide the State with a repository for test items and data about those items. The repository or content library will store all assessment content (e.g., items, passages, artwork, resources, rubrics, test specifications, test forms, item metadata, item history, item performance, item usage statistics) delivered through this RFP. The content library will also include both import and export features for use with content from external sources/systems as well as search, filtering, and other functionalities to support discoverability of content within the repository.

### 5.2 Functional and Technical Requirements

*The following table should be included in the Proposer's response to aid in qualifying and evaluating multiple responses. The Proposer should place ✓ to denote they are proposing a solution for a functional and technical requirement. A Page references and comments should be documented for all requirements outlined in the table. The Proposer should clearly identify if a proposed functional or technical offering will support both the summative and non-summative assessments.*

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>GENERAL REQUIREMENTS</b>			
5.2.1.	The Contractor's system shall provide the ability for authorized users to query and view test specifications at previous points in history.		
5.2.2.	The Contractor's system shall provide the ability for authorized users to view test forms at previous points in history.		
5.2.3.	The Contractor's system shall provide the ability for authorized users to query and view test items at previous points in history.		
5.2.4.	The Contractor's system shall provide the ability for authorized users to query and view assets at previous points in history.		
5.2.5.	The Contractor's system shall provide the ability for authorized users to query and view item statistics and usage.		
5.2.6.	The Contractor's system shall provide the ability for authorized users to query and view assessment content available within the system.		
5.2.7.	The Contractor's system shall provide the ability for authorized users and external systems to search for items that match item metadata.		
5.2.8.	The Contractor's system shall provide the ability to generate reports for test items and forms.		
5.2.9.	The Contractor's system shall encrypt all stored data.		
5.2.10.	The Contractor's system shall provide the ability to audit the		

	data.		
5.2.11.	The Contractor's system shall provide the ability to purge inactive data.		
<b>DATA REQUIREMENTS</b>			
5.2.12.	<p>The Contractor shall provide a single content library to store and manage all assessment content.</p> <p>The Proposer should clearly describe their content library's features, limitations, capacity, and management tools. The Proposer should include screen shots or examples of their library system as well as any other documentation that would support the ability of their library to meet all requirements within this RFP over the course of the contract period.</p>		
5.2.13.	The Contractor's system shall store all items, passages, artwork, resources, rubrics, and other components developed by LDOE and external content sources/providers.		
5.2.14.	The Contractor's system shall store multimedia (e.g., audio files, video files, interactive objects, and test-taker tools such as rulers, calculators, and protractors) associated with test items.		
5.2.15.	The Contractor's system shall store multiple versions of test items, test specifications, and test forms, with unique item ID and track any changes over time.		
5.2.16.	The Contractor's system shall store multiple versions of test items with different accessibility criteria and accommodations, including multiple multimedia assets for different accessibility profiles.		
5.2.17.	The Contractor's system shall utilize a coding scheme to assign unique identifiers for items, passages, artwork, resources, scoring rubrics, and other content library components.		
5.2.18.	The Contractor's content library shall store usage data for tests, test specifications, test forms, test items, and multimedia.		
5.2.19.	The Contractor's system shall track the usage, changes, and history of tests, test specifications, test forms, test items, and multimedia.		
5.2.20.	The Contractor's system shall store learning standards alignment information with items. This may include alignment to multiple sets of standards or multiple versions of those standards.		
5.2.21.	The Contractor's system shall store and associate metadata for tests, test specifications, test forms, test items, and multimedia.		
5.2.22.	The Contractor's system shall store descriptive cataloging and statistical usage metadata for the associate state specifications.		

5.2.23.	The Contractor's system shall store and associate descriptive cataloging and statistical usage metadata for tests, test forms, test items, and multimedia.		
5.2.24.	The Contractor's system shall store and associate license data and rights for tests, test specifications, test forms, test items, and multimedia.		
5.2.25.	The Contractor's system shall store the accessibility metadata for all test items.		
5.2.26.	The Contractor's system shall have the ability to update the metadata model to accommodate revisions to metadata guidelines.		
5.2.27.	The Contractor's system shall have the ability to update metadata values for tests, test specifications, test forms, test items, and multimedia.		
5.2.28.	The Contractor's system shall have the ability to update descriptive cataloging and statistical usage metadata for tests, test specifications, test forms, test items, and multimedia assets.		
5.2.29.	The Contractor's system shall have the ability to update accessibility metadata for test items.		
5.2.30.	The Contractor's system shall have the ability to update accessibility metadata for assets.		
5.2.31.	The Contractor's system shall have the ability to update standards alignment information for test items.		
5.2.32.	The Contractor's system shall have the ability to update and add performance data of tests and test items.		
5.2.33.	The Contractor's system shall compute and maintain statistical data from field and operational tests, including classical statistics, item parameters, IRT statistics, DIF statistics, etc. (as defined by the LDOE and external content sources/providers).		
5.2.34.	The Contractor's system shall support the storage of all types of assessment items, including traditional interactive items and new types of interactive items.		
5.2.35.	The Contractor's system shall provide the ability for authorized users to create a customizable workflow process for the import, modification, review, and acceptance of assessment content.		
5.2.36.	The Contractor's system shall provide the ability for authorized users to modify an existing workflow process for assessment content management.		
5.2.37.	The Contractor's system shall enforce the workflow process for assessment content management.		
5.2.38.	The Contractor's system shall have the ability to import and export tests, test specifications, test forms, and test items.  The Proposer should clearly describe the process and file formats for importing and exporting tests, test specifications,		

	test forms, and test items.		
5.2.39.	The Contractor's system shall have the ability to validate all data for syntactic and semantic correctness.		
5.2.40.	The Contractor's system shall have the ability to validate that accessibility/APIP metadata conforms guidelines.		
5.2.41.	The Contractor's system shall have the ability to validate all links to learning standards.		
5.2.42.	The Contractor's system shall validate all data including, but not limited to: item descriptions, metadata, accessibility, standards alignment, media formats, on data import or update.		
<b>TECHNICAL REQUIREMENTS</b>			
5.2.43.	<p>The Contractor's system shall have the ability to import and export tests and items utilizing interoperable formats as determined by LDOE, e.g. QTI 2.1/APIP v1.0., and custom QTI interactions.</p> <p>The Proposer should clearly articulate all currently supported formats as well as all planned additional formats along with any timelines associated to new format releases.</p>		
5.2.44.	The Contractor's system shall have the ability to represent tests and items utilizing current day interoperable formats including but not limited to QTI and Accessible Portable Item Protocol (APIP).		
5.2.45.	The Contractor must provide documentation of technical requirements, including technical specifications, data formats for text, images, and metadata; links between tables and how data moves through the publications production process (descriptions and diagrams); complete descriptions of all table elements; file name conventions; detailed descriptions of all steps required to maintain and update the database; how data is stored and cataloged within the content library; and how data is stored and retrieved for reporting; and any other technical documentation requested by LDOE.		
5.2.46.	<p>The Contractor's content library should interface with existing State office or internal software (e.g., Microsoft Office applications such as Access, Excel, and Word, and PDF).</p> <p>The Proposer should provide a list of all compatible software for interfacing with the Contractor's ADP Content Library.</p>		
5.2.47.	The Proposer should describe how the content library will be updated and remain current over time, including upgrades for operating system, hardware, and other technical changes.		
5.2.48.	The Contractor's content library must provide the functionality for expanding the library to include new data		

	fields (as requested by the State) and new software functionality (as requested by the State) in order to ensure the library remains current over time, including upgrades for operating systems, hardware and other changes.		
5.2.49.	<p>The Contractor's ADP content library should partition the storage of formative, diagnostic, interim, and summative operational test items and forms, as well as all practice tests and state and local tests.</p> <p>The Proposer should describe their library storage schema, requirements and limitations.</p>		
<b>CONTENT LIBRARY ADMINISTRATION PROCEDURES</b>			
5.2.50.	The Proposer should describe the procedures for the physical transfer; installation loading, and updating of the content library on an ongoing basis, including procedures for loading statistics into the content library after test administrations and the schedule and time required for delivering updates to LDOE and external sources/providers.		
5.2.51.	The Contractor must update statistical and tracking information in the content library each time an item is used in a field test or operationally.		
5.2.52.	When updating items within the content library, the Contractor must create an item inventory, content library analysis, and a snapshot of the current status of the library.		
5.2.53.	The Contractor must specify and acquire all licenses for any run-time components or other software that the State will need to obtain for managing, updating, analyzing, mining, etc. the content library and should not require proprietary data formats.		

## 6.0 Scoring and Psychometric Support

### 6.1 Scope and Services

Accurate and consistent scoring is a key component in assuring reliability and validity of Louisiana assessment results. The Contractor shall provide scoring services for all Louisiana summative assessments for all grades and subjects. The scoring services shall be provided for both field testing and operational testing administrations.

The Contractor shall be responsible for providing psychometric services in every processing component during the entire delivery process from test content delivery, test administration, to scoring and reporting in order to ensure the test results are valid, reliable, free from bias, and legally defensible.

### 6.2 Functional and Technical Requirements

*The following table should be included in the Proposer's response to aid in qualifying and evaluating multiple responses. The Proposer should place ✓ to denote they are proposing a solution for a functional and technical requirement. A Page references and comments should be documented for all requirements outlined in the table. The Proposer should clearly identify if a proposed functional or technical offering will support both the summative and non-summative assessments.*

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Scoring</b>			
6.2.1	<p>The Contractor must have the capacity to maintain high levels of scoring accuracy while meeting tight scoring deadlines. The Contractor shall meet LDOE's approved scoring timelines.</p> <p>The Proposer should construct a general plan that details all of the timelines for scoring all field test and operational test items for all grades and subjects.</p> <p>The plan should include but not limited to the following (6.2.2-6.2.59):</p>		
6.2.2	<p>The Proposer should provide plans to ensure accurate and timely student registration for testing; accurate and timely answer document scanning for paper based testing; accurate, secure, and timely data/image collection, storing and transferring; and accurate and timely scoring of all test items.</p> <p>The Contractor shall score all field test and operational test items for all grades and subjects accurately according to the timeline(s) agreed upon by LDOE. The Contractor shall ensure accurate and timely registration for testing; accurate and timely scanning of answer documents in paper based testing; accurate, secure, and timely data/image collection, storing and transferring of accurate scored data; and accurate and timely scoring of all test items</p>		



6.2.3	The Contractor must ensure the scanning process and scanned data are checked for accuracy before operational tests are processed.		
6.2.4	The Contractor must provide scanned files to LDOE according to the file format, layout and schedule as agreed upon by LDOE.		
6.2.5	The Contractor must provide LDOE registration files that include all students who are registered for testing, and their identification and demographic information according to the agreed upon file layout, file format, and schedule as to number of days before test administration.		
6.2.6	The Contractor must build in validity checks to ensure all students are correctly registered to take the correct test with correct test accommodations.		
6.2.7	To ensure students are accurately registered for testing, the Contractor shall propose edit rules in updating student information between precode information and information provided from other sources. Different edit rules may be required in the paper-based testing mode and the online testing mode. The edit rules should be part of the processing specification documentation.		
6.2.8	The Contractor shall provide detailed processing rules to student item responses between different test sessions, or when students use different answer documents during the same phase of testing. The Contractor is responsible for combining student item responses accurately to give student a complete score report.		
6.2.9	The Contractor shall describe the plans of transferring data files securely with LDOE and external sources. The data files include test forms and items, test maps and answer keys, item statistics technical report chapters		
6.2.10	<b>Answer Key and Test Map:</b> The Contractor shall apply the correct answer keys as provided to score selected response and interactive items accurately. The Contractor must perform analyses to check the accuracy of scoring. These analyses include but are not limited to frequency distribution by answer choice analysis and item-test correlation analysis. The Contractor shall review the analysis results carefully, and questionable items should be brought to the LDOE's attention immediately.		
<b>Computer Scoring of Selected Response, Interactive, and Constructed Response Items</b>			
6.2.11	The Contractor shall ensure all selected-response, interactive, and, where applicable, constructed response items for new assessments are computer scored accurately according to the timeline approved by LDOE.		
6.2.12	The Contractor shall ensure all selected response, interactive, and, where applicable, constructed response items for new assessments are scored real time with online testing, and on a		

	timeline agreed upon with LDOE after scanning is completed.		
6.2.13	<p>The Proposer should provide an example plan to execute a corrective action plan when items are found mis-keyed.</p> <p>The Contractor shall execute a corrective action plan when items are found mis-keyed. Any changes to the scoring keys shall be made promptly, and all documents shall be updated with appropriate recorded changes in the content library.</p>		
<b>Scoring Extended-Response Items:</b> The Proposer should provide a detailed plan and scoring methodology in scoring all extended-response items that require students to give a written response.			
6.2.14	<p>The Proposer should provide evidence of its capacity to score all extended-response items in both the paper-based and computer-based tests.</p> <p>The Contractor shall have the capacity to score all of the extended-response items (both the paper-based and computer-based tests) according to LDOE requirements.</p>		
6.2.15	The Contractor shall present detailed plans for activities and timelines for scoring all extended-response items in both the paper-based and computer-based tests, and the plans shall be submitted to LDOE for approval.		
6.2.16	The Proposer should propose the use of human scoring, or a hybrid of human and automated/computer programmable scoring technologies, and provide the details of the scoring models.		
<b>Automated/Computer Scoring</b>			
6.2.17	The Proposer should propose an automated scoring plan, process, and engine to score constructed response items.		
6.2.18	<p>The Contractor shall provide a detailed description of the automated scoring procedures to be used, and evidence in the reliability and validity of</p> <ul style="list-style-type: none"> <li>(1) automated scoring in the use of large-scale state standard assessment, where proposed,</li> <li>(2) combining automated scoring with human scoring, where proposed.</li> </ul>		
6.2.19	The Contractor should provide evidence of a strong research base to support the reliability of all automated scoring proposed, as well as information regarding prior successful deployment in other statewide assessment programs.		
6.2.20	The Contractor shall describe the role of the automated scoring in the entire hand-scoring process.		
6.2.21	The Proposer should provide evidence that the proposed scoring engine produces consistent results among regular education students, English learners, as well as students with		

	disabilities.		
<b>Handscoring procedures and Range Finding</b>			
6.2.22	<p>The Proposer should provide general plans for all handscoring activities and procedures to be used to ensure accurate and timely scoring of all extended response items. These activities include but are not limited to range finding, scoring facility requirements, transferring scoring data, scoring personnel qualifications, reader training, reader qualifications criteria, reader monitoring, and score reliability and validity reporting.</p> <p>The Contractor shall obtain LDOE's approval for all handscoring and range finding activities and plans.</p>		
6.2.23	<p>The Contractor shall provide and execute on detailed plans to work with the external provider/source to acquire scoring rubrics and test maps that will be used to develop training materials for all hand scored items through the process of range finding. The Contractor will execute the plan and facilitate all range finding activities and provide staffing for all meetings. The Contractor will be responsible for all costs and arrangements related to the range finding meetings.</p>		
6.2.24	<p>The Contractor shall provide detailed plans for and successfully execute the development and use of reader training materials that include scoring guides, training sets, qualifying sets, anchor set, recalibration sets, and validity papers.</p>		
6.2.25	<p>The Contractor shall provide detailed plans for and successfully conduct reader training to include both training and qualifying procedures. The Contractor shall detail the qualifying standards for scorers by subject and by item type. The Contractor is responsible for conducting all in-person reader training meetings.</p>		
<b>Qualification of Scoring Personnel and Facility</b>			
<b>Scoring Project Leader:</b> The Proposer should propose a Scoring Project Leader to oversee the entire scoring process. The Contractor shall hire a project leader who must:			
6.2.26	Have a strong background in and experience with large-scale assessments that include open-ended responses.		
6.2.27	Have sufficient experience to establish and maintain appropriate standards throughout the hand-scoring process.		
6.2.28	Be able to adopt all final score-point decision rules, to explain the subtleties of hand-scoring, and to be firm in their application.		
6.2.29	Work with the LDOE in developing and finalizing the scoring guides, choosing anchor papers, choosing recalibration and validity papers, and providing full-time supervision of the hand-scoring processes.		
6.2.30	Have experience in computer-based scoring techniques and		

	their use in scoring different types of items.		
6.2.31	Be onsite throughout the training and scoring session and attend annual meetings in Louisiana with the LDOE staff to plan all scoring activities.		
<b>Scoring Directors:</b> Scoring directors must work under the direct supervision of the project leader. The Contractor must hire scoring directors who must:			
6.2.32	have, at a minimum, a four-year college degree and considerable experience with a variety of methods of evaluating large-scale assessment projects		
6.2.33	adhere to scoring standards agreed upon by LDOE as needed to ensure ongoing comparability across states		
6.2.34	resolve problems created by any specific items, scoring rubrics, or individual differences in interpretation		
6.2.35	ensure that readers score papers according to LDOE standards		
6.2.36	attend all range finding meetings		
6.2.37	be on site throughout the training and scoring sessions to monitor reader performance, provide recalibration and retraining, and conduct read-behinds to be sure readers are not drifting from the criteria.		
<b>Readers:</b>			
6.2.38	The Contractor shall hire readers who have at least a four-year college degree and expertise in the content to the extent possible and a cross-section of readers in terms of age, ethnicity, and gender is preferred.		
<b>Training/Scoring Site Facility</b>			
6.2.39	The Contractor shall provide a detailed plan to secure a facility where the hand scoring training and scoring will take place. A detailed description of the facility should be included in the plan. The plan shall be submitted to LDOE for approval. Readers must conduct the scoring from the scoring center facilities that have adequate security monitoring.		
<b>Secure Scoring Material Handling:</b>			
6.2.40	The Contractor shall provide a general plan on how to ensure the scoring materials will be securely handled. The plan shall include:		
6.2.41	Security procedures in controlling the access and maintenance of the scoring materials		
6.2.42	Technology used in controlling the access and maintenance of the scoring materials		
6.2.43	Distribution of secure scoring materials		
6.2.44	Storage of secure scoring materials		
<b>Monitor and Maintain Hand-Scoring Quality:</b>			
6.2.45	The Proposer should describe the detailed procedures and standards that will be used in monitoring scoring quality.  The Contractor is expected to use the same or higher agreement rate for inter-rater reliability, validity, and recalibration as is		

	the industry-standard to ensure scoring accuracy.		
6.2.46	<p>The Proposer should propose a scoring design that includes expected number of reads; groupings of items assigned to readers; assignment of first and second reads, and rules of resolving disagreements between first and second readings with third and fourth readings, rules for calculating final scores and scores of record, and item distribution methods to readers.</p> <p>The Contractor shall confirm a minimum of 10% read-behind rate for all non-high stakes tests. For high stakes tests, the Contractor shall propose the most efficient method to ensure scoring accuracy and provide the method for LDOE's approval.</p>		
6.2.47	The Proposer shall provide the reader qualification criteria by subject and by item type in terms of percentage of exact agreement, and percentage of exact and adjacent agreement combined by reader and by item.		
6.2.48	The Contractor shall provide a Reader Reliability Report and Score Distribution Report daily to LDOE beginning on the first day of scoring. These reports will include, at a minimum, the reliability of the readers' scores, the score-point distribution, the number and percentage of responses scored automatically and by human scorers, and the number and percentage of responses that were not scorable. At the end of the test administration, the Contractor will provide the end of test window summary for each scored item		
6.2.49	The Contractor shall provide Inter-Rater Reliability statistics daily that include number and percentage of perfect agreement, number and percentage of adjacent agreement, number and percentage of non-adjacent agreement for the items that will be scored by two independent readers or between a human and automated scoring in a hybrid model.		
6.2.50	The Contractor shall provide validity statistics that include the number of validity reads, number and percentage of perfect agreement, number and percentage of adjacent agreement, and number and percentage of non-adjacent agreement; score point distribution for scores from hand-scoring, and the mean score.		
6.2.51	The Contractor shall implement procedures that result in quick identification of and corrective strategies for readers who are failing to maintain acceptable scoring standards.		
6.2.52	At the middle and end of day scoring sessions, Scoring Directors and team leads shall review room, team, and individual statistics and implement strategies.		
6.2.53	Scoring Directors and team leaders will monitor individual reader performance by scheduling systematic read behinds from the beginning of the first day of scoring.		
6.2.54	The Contractor shall conduct read behinds of readers who have been identified as (1) having scoring problems, (2) having particular score points with which those readers seem		

	to be having problems, and (3) having patterns of incorrect scoring. Incorrectly scored papers shall be used as examples for discussion and retraining of readers.		
6.2.55	The Contractor shall design a strategy for distributing approved validity responses among readers. The validity papers should not appear different from other papers being scored. The rate of validity paper distribution shall be provided to LDOE for approval and may be adjusted during the scoring window.		
6.2.56	The Contractor shall identify readers whose exact and adjacent agreement rate do not meet the standards as approved by LDOE on daily inter-rater reliability report. Corrective actions shall be scheduled to bring the reader's performance up to standard.		
6.2.57	The Contractor will schedule validity responses to target individual readers or groups of readers to monitor scoring throughout the entire scoring process.		
6.2.58	The Contractor shall implement procedures to identify scoring problems within a group or team, and strategies to retrain the members of the affected group.		
6.2.59	The Contractor will dismiss readers who fail to perform satisfactorily after retraining. The Contractor shall provide a detailed plan on how to remove the scores read by the readers, rescore the student responses, and enter the correct scores for record.		
<b>Plagiarism</b>			
6.2.60	<p>The Contractor shall execute all necessary procedures to identify and report on suspected plagiarism. The procedures should capture student responses that contain exact or almost exact replication of words or phrases or format. A communication plan shall be put into place so that LDOE will be notified within the agreed timeframe, and the suspected documents will be provided for LDOE's examination.</p> <p>The Proposer should describe the procedures in determining if the suspected plagiarism papers are voided, as well as when and how the voided scores get reported.</p>		
<b>Disturbing Content/Child In Danger Alert</b>			
6.2.61	The Contractor shall capture student responses with disturbing content during the scoring process, and send copies of the content with student demographic information to the appropriate staff at the LDOE for review.		
<b>Scoring Specifications Documentation</b>			
6.2.62	<p>The Proposer should provide plans to document scoring specifications.</p> <p>The Contractor shall document scoring rules and provide the document to LDOE for review and approval.</p>		

<b>Psychometric Support</b>			
6.2.63	<p>The Proposer should provide a general plan of the psychometric services that will be provided throughout the entire process from test administration to reporting.</p> <p>The Contractor shall provide psychometric support to address measurement and other technical issues during delivery of the assessments. These services include but not limited to overseeing the form delivery in paper and online format, administration of field tests and operational tests, implementation of sampling designs for field testing and equating studies, design and implementation of the content library, scoring system design and analyses, reporting system design and interpretations, technical report production, and special studies.</p>		
6.2.64	The Contractor shall work with the psychometric team of the external source, the Technical Advisory Committee (TAC), and the LDOE to address all emerging psychometric issues.		
<b>Technical Reporting:</b> The Contractor will design, write, and produce technical reports to provide documentation of all technical work associated with any field testing and operational testing for the development of the grades 3 to high school assessments for all subjects.			
6.2.65	The Contractor shall work with the content development Contractor to include at least the following content in the report: detailed narrative descriptions of item development and review field test administration, operational test administration, item selection, test form development, validity and reliability studies, scaling, equating, and item-, standard-, subtest-, and form-level statistics. The report shall also include performance standards, hand-scoring, results, test administration, test security, data forensics, sampling, reporting, and quality control processes.		
6.2.66	The Contractor shall include an executive summary of validity and reliability information and state results about the operational test as part of the technical report.		
6.2.67	The Contractor's reports shall provide sufficient information to allow for an independent evaluation of the quality of the assessments. Each technical report will be approved by LDOE staff before a final document is produced.		
6.2.68	The Contractor shall apply all privacy protection/suppression rules and prepare the reports for public release, in line with LDOE policies. The reports should be provided to LDOE in PDF and Word format according to an agreed upon schedule.		
<b>Comparability Studies</b>			
6.2.69	A number of comparability studies will be required that include scoring comparability, and test mode/test devices comparability. The Contractor shall ensure ongoing scoring comparability with other states in scoring the grades 3 to high		

	<p>school ELA and math tests.</p> <p>The Proposer should provide plans of the research design and procedures in the study of score comparability.</p> <p>The Contactor's plan will be reviewed by LDOE and TAC members and should be revised according to the feedback. Results of the study should be presented in both PDF and Word formats.</p>		
<p><b>Data Forensics:</b> The Contractor shall provide a plan to monitor, detect, and report testing irregularities in both online and paper pencil testing environment. The Contractor shall propose methods and procedures to conduct studies that include but are not limited to checking the following testing irregularities:</p>			
6.2.70	<p><b>Erasure analysis or answer change analysis:</b> The Contractor shall perform erasure analysis to detect excessive wrong to right erasures for individuals and groups for both paper based and online tests. Detailed methodology and reporting plans should be provided by the Proposer. The final study methods will be reviewed by LDOE and/or TAC for approval.</p>		
6.2.71	<p><b>Unusual Gains Analysis:</b> The Contractor shall propose methods and reports to detect unusual increases in student and school performance on the same test from previous years, or across different groups of students with comparable characteristics on the same test. The Proposer should provide the research methods that will be used to conduct gains analyses. The study methods will be reviewed by LDOE and/or TAC for approval.</p>		
6.2.72	<p>The Contractor shall provide guidelines, study procedures and plans, statistical methods, and timelines for how the studies will be conducted and the report formats, including validation of the methodology through the calculation of prior year(s) assessment results. Mock-up reports shall be provided, reviewed, and approved by LDOE before the studies take place.</p>		
<p><b>Technical Advisory Committee (TAC) Meetings.</b> The TAC is composed of selected national measurement and statistics experts. The TAC members provide guidance and feedback on the implementation of the Louisiana assessment programs.</p>			
6.2.73	<p>The Contractor is responsible for convening and conducting TAC meetings twice a year, as scheduled by the LDOE, the Contractor and TAC members. The Contractor shall be responsible for making all of the arrangements, handling all of the logistics, and covering all of the costs associated with such convenings.</p>		



## 7.0 Reporting

### 7.1 Scope and Services

The Contractor shall build a reporting system through the online delivery platform that:

- delivers all summative assessment data and reports for grades 3 to high school and for all subjects,
- provides meaningful assessment reports at student, teacher, school, district, and state levels to inform parents, students, school systems of student college and career readiness or progress toward college and career readiness,
- provides reports with direct comparability to a significant number of states across the country,
- provides student level reports before the start of the next school year in the first year when standard setting/validation is conducted, and by end of school year for future years,
- provides customizable reports that allow users to identify strengths and weaknesses with individual students and within a group,
- provides historical reports that help evaluate student growth patterns and trends through linking student test history in the data warehouse,
- provides reports and tools that help users to connect student assessment performance with classroom instruction,
- provides secure and authorized access to reports and data at the school, district, and state levels,
- provides reports and data files that can be printed or downloaded for storage and future use,
- provides assurance of student privacy protection and compliance with all applicable federal and state laws and requirements.

### 7.2 Functional and Technical Requirements

*The following table should be included in the Proposer's response to aid in qualifying and evaluating multiple responses. The Proposer should place ✓ to denote they are proposing a solution for a functional and technical requirement. A Page references and comments should be documented for all requirements outlined in the table. The Proposer should clearly identify if a proposed functional or technical offering will support both the summative and non-summative assessments.*

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>Reporting</b> The Reporting Component of the Contractor's ADP will provide for the creation of static and dynamic State-, district-, school-, teacher-, and student-level reports from data stored in the Data Warehouse.			
7.2.1	The Proposer should provide a general plan to provide reports for all summative assessments at student, teacher, school, district and state levels through the report delivery system.  The Contractor shall provide all summative assessment reports through the report delivery system for all paper based and computer based assessments.		
7.2.2	The Contractor shall develop all reports in compliance with the Act 837 and other applicable federal and state laws and		

	requirements to protect student privacy. All publicly released reports shall apply appropriate suppressions rules as required by LDOE and in compliance with FERPA.		
7.2.3.	The Contractor must work with the LDOE to define all included data and text, and to design all reports in a manner that is clear, attractive, and easily comprehended/interpreted using tables, graphs, and graphics where necessary.		
7.2.4.	The Contractor shall generate all reports in a format that can be opened for view and print. The reports should be downloadable for future use.		
7.2.5	The Contractor shall store the static reports in the reporting system and organized in a logical structure by school and by district for easy access and search.		
7.2.6	The Contractor shall design all reports according to the mockups that are proposed by the Contractor and reviewed and approved by LDOE.		
7.2.7	The Proposer should propose whether the reports will be produced in static or dynamic format, and how such format maximizes the usability of the data within.		
7.2.8	For dynamic customizable reports, the Contractor must design the reports that allow users to specify one or multiple meaningful criteria to obtain desired assessment results.		
7.2.9	The Contractor shall include the following criteria at a minimum for dynamic reporting (7.2.10-7.2.14):		
7.2.10	District code or name, school code or name		
7.2.11	Grade, subject		
7.2.12	Performance level and proficiency level		
7.2.13	Gender, ethnicity, education classification, economically disadvantaged status, English Language proficiency, migrant, special education exceptionality		
7.2.14	Test accommodations		
7.2.15	The Contractor shall develop meaningful interpretative guides and make them available to parents, teachers, and the public at the time reports are released.		
7.2.16	The Contractor shall release all reports before the start of the next school year in the first year when standard setting/validation is conducted, and by end of school year for future years.		
7.2.17	The Contractor shall deliver error-free test reports according to the timeline as required by LDOE.		
7.2.18	The Contractor shall develop assessment reports in various formats as requested by LDOE, such as PDF and CSV.		
7.2.19	The Contractor shall provide final student-level score files in LDOE-approved file format(s) for each administration and for each school year, and files that include accumulated results from the first test administration.		

The reporting system shall provide the following reports at a minimum:			
In-window reports for online testing			
7.2.20	The Contractor shall provide roster reports to show student test registration, session completion, and available test score results along with student identifiable information		
7.2.21	The Contractor shall provide roster reports to show student session completion status, and the test scores must be viewable, searchable, and downloadable by class and by school, as required by LDOE.		
Student Level Reports			
Student Report:			
7.2.22	The Contractor shall design Student Reports to inform students, parents, and teachers of the student's test performance for the administration, and must include the following data elements (7.2.23-7.2.27):		
7.2.23	Students' total test scores, achievement level, state and national data as comparisons		
7.2.24	Performance level descriptors and standard error of measurement		
7.2.25	Scores by content standard/subtest/claim and interpretation of strength and weaknesses		
7.2.26	Footnotes for tests that are voided		
7.2.27	Text that provides clear and concise interpretation of the student test performance		
7.2.28	<p><b>Item Level Reports:</b> The Proposer should present plans to provide an item level analysis report.</p> <p>The Contractor shall design the item level report and include the following data elements (7.2.29 through 7.2.40) at a minimum:</p>		
7.2.29	Item content classifications		
7.2.30	Item reporting category		
7.2.31	Correct or incorrect response		
7.2.32	Average percent correct for the group		
7.2.34	Average percent correct at the school level		
7.2.35	Average percent correct at the district level		
7.2.36	Average percent correct at the state level		
7.2.37	Average percent correct at the national level		
7.2.38	Student's scale score		
7.2.39	Student's achievement level		
7.2.40	Standard error of measurement		
7.2.41	This report should be designed to allow meaningful analysis and interpretation of students/groups' strengths and weaknesses.		
7.2.42	<b>Roster Report/CSV file:</b> The Contractor shall provide a Roster Report/CSV file that provides the list of students and their test performance in a class or a school.		
7.2.43	The roster report must be produced to include all students		

	who are registered for testing		
7.2.44	The roster report must include (7.2.44-7.2.53):		
7.2.45	Group average of test scores as a comparison.		
7.2.46	Student registered identifier/names		
7.2.47	Class or school identifier		
7.2.48	District identifier		
7.2.49	Grade		
7.2.50	Test subject		
7.2.51	Total test score		
7.2.52	Performance level		
7.2.53	Sub-scores		
7.2.54	Downloadable CSV/Excel files that contain the same data elements as in the roster report must be constructed at the school, district, and state levels.		
7.2.55	The Contractor shall provide student level reports for existing high school tests and release reports 2-5 days after test completion or on a timeline as agreed by LDOE.		
<b>Summary Reports</b>			
7.2.56	<p>The Contractor shall develop summary reports at class, school, district, and state levels for the entire population and by subgroups. All reports shall be produced based on preapproved report mockups, and released based on the agreed upon timeline upon LDOE approval.</p> <p>The Proposer should provide plans for developing customizable and dynamic reports based on user-defined ad hoc query criteria.</p>		
7.2.57	Summary reports shall be produced by gender, race/ethnicity, migrant status, education classification, economically disadvantaged status, English Learners, special education exceptionality, and test accommodations. Summarized results shall be provided for these subgroups and any additional subgroups as required by LDOE for each test.		
7.2.58	The Contractor shall design summary reports that contain the total number of students eligible for testing, total tested, participation rate, average test scores for the test total or by content standard, number and percent of students at each achievement levels, and number and percent of students at a user defined cut score or achievement levels.		
7.2.59	The Contractor shall develop summary reports that include national average of a significant number of states across the country as comparison data to facilitate meaningful interpretation.		
7.2.60	The Contractor shall provide CSV files that contain the same data elements for each school, district, and for the state according to the layout and format as approved by LDOE.		

7.2.61	The Contractor shall deliver a set of state-level reports for public release.		
7.2.62	The Contractor shall generate all summary reports and securely transfer to LDOE through the report platform. These reports will be stored and archived for future use. The Contractor shall deliver the reports in the format as requested by LDOE according to a preset schedule.		
7.2.63	The Contractor shall develop annual reports by assessment that include current and historical district and state performance and prepare for public release. The reports shall include but not be limited to an overview of the tests, test history, content standards, standard setting, scoring and performance evaluation.		
7.2.64	<b>Scoring Data Files:</b> The Contractor shall deliver student-level testing data files as well as historical scored files to LDOE for equating, quality review, data analysis, and accountability processing purposes.		
7.2.65	The Contractor shall deliver all scored data files following the file layout, format, and processing rules approved by LDOE		
7.2.66	The Contractor shall securely transfer scoring data files through the delivery platform.		
7.2.67	The Contractor shall provide modified versions of the files to different users.		
7.2.68	The Contractor shall provide LDOE Assessment Research Staff scored data files with the complete student test data including all student identification and demographic information (in compliance with all federal and state laws related to student privacy protection), registration data, data records before and after editing, item responses, calculated sum scores, performance levels, test status, and other test flags as needed.		
7.2.69	The Contractor shall provide a modified version of the student level score files by removing secure item response data for LDOE staff internal use.		
7.2.70	The Contractor shall provide a modified version of the student level score files for responding to external researchers' data requests, as requested by the LDOE. This version should remove student identifiable information as well as secure item response information.		
7.2.71	The Contractor shall produce historical data files prior to each registration to confirm automatic upload of retesting students, and following each administration in association with confirming reporting accuracy.		
7.2.72	<b>The Interpretive Guides</b> are used to assist district and school personnel in reading and using test reports. The Contractor will work with the administration Contractor to develop and produce the Interpretive Guides, under the guidance of the LDOE. The guides shall include (at a		

	minimum), an overview of the program, a description of performance standards setting, the scaled score ranges for each achievement level for each test, and a guide to interpretation of all reports. This Contractor shall work with the Content Development Contractor to develop a detailed plan in the development and release of the Interpretive Guide. The guides may be developed in phases. The documents shall be available on the comprehensive assessment program platform and LDOE website when reports become available. Updates to the guides will be required at least annually.		
7.2.73	<b>Quality control process for data and reports</b> The entire reporting process starts with district, school and student registration for testing, pre-code student testing information, receiving and processing answer documents for paper-based testing, and finishes by producing data files and reports. Additional activities include working with the district staff to clean up the accountability information, making corrections, and producing accountability data files. The Contractor shall meet the timelines for all the activities and deliverables set forth jointly with LDOE. Specific processing rules and data requirements should be clearly communicated and documented.		
7.2.74	The Proposer should provide plans for ensuring quality and accuracy of data processing and reporting.  The Contractor shall develop a system to ensure the accuracy of test scores and delivery of reports and files on time.		
7.2.75	The Contractor shall work with LDOE to develop a plan for quality control procedures that are effective in identifying any issues or errors with the system or reporting components. These errors and issues will be tracked and reported in each test administration.		
7.2.76	The Contractor shall implement an efficient system to handle the process - from preparing pre-code files for each test administration to the production of reports for both paper based and online tests.		
7.2.77	The Contractor shall provide a parallel quality assurance system to be implemented at each processing stage.		
7.2.78	The Contractor shall provide a detailed plan and schedule in developing and reviewing processing rules for each of the assessment projects.		
7.2.79	The Contractor shall document processing requirements that include all of the data processing and reporting rules, and implement the rules as specified upon LDOE approval.		
7.2.80	The Contractor shall provide samples of work that represent the actual processes and reports to ensure LDOE can conduct accurate quality control analyses before report release. The samples of work and the work schedule shall be presented to LDOE for review and approval.		
7.2.81	The Contractor shall ensure all the processing requirements will be documented and implemented based on LDOE		

	decisions.		
7.2.82	The Contractor shall detail the processes and procedures used in each development and processing step in the processing rules documents.		
7.2.83	The Contractor shall include historical changes made to the procedures in the processing rules documents and use an appropriate format to present the information clearly.		
7.2.84	The Contractor shall detail the processes and procedures used in preparing the pre-code files, pre-code labels, scoring multiple-select and constructive response items, reporting rules, void applications procedures, types of reports and specifications, production time lines, delivery arrangements, and accountability decision rules.		
7.2.85	The Contractor shall specify the edit rules to all demographic processing between hand-coding and precoding for paper-based testing, record merging rules between different testing sessions/phases, record processing rules, and scoring rules.		
7.2.86	The Contractor shall document the file layout clearly and the file layout should include field names and descriptions, values and value definitions, field starting and ending positions, and additional comments.		
7.2.87	The Contractor shall include final approved report mock-ups and the layouts of all required data files in the processing rules documents.		
7.2.88	The Contractor shall apply processing rules related to special schools and districts that have special assessment group types, and special inclusion rules which should be applied to the disaggregated reporting. For example, home school will have a special district code and they will be excluded from state rollups.		
7.2.89	The Contractor shall include the various flags that are required by LDOE in the processing rules documents to conduct internal research and data clean ups.		
7.2.90	The Contractor shall complete the processing rules document and review prior to the time LDOE checks the reports.		
<b>Files and reports delivery for LDOE quality control review</b>			
7.2.91	The Contractor shall work with LDOE to develop detailed plans to deliver data files and reports for LDOE quality control review.		
7.2.92	The Contractor shall deliver scanning and test data files to LDOE for review and approval before the Contractor finalizes the state file. These files are to be examined to make sure they meet the LDOE processing and scoring requirements.		
7.2.93	The Contractor shall provide the production reports to LDOE for review before release. These reports will be		

	used to examine the scoring accuracy, processing logics, and reporting formats.		
7.2.94	The Contractor shall deliver real reports and files according to the schedule approved by LDOE. At least five business days shall be allocated for LDOE to finish the review. The file should be prepared to follow the predetermined file layout and the processing rules and should be generated from the operational system.		
7.2.95	If the reports and/or the files do not meet LDOE requirements, the Contractor shall make the corrections and send updated reports to LDOE for further review and approval. The time used in correcting the reports shall be made up by the Contractor to ensure the reports can be delivered on time.		
7.2.96	The Contractor shall not release reports without LDOE signoff.		
7.2.97	<b>Test Deck for paper based testing:</b> The Contractor shall prepare a test deck to check the accuracy of the scanning process, data transfer, and reporting system to ensure the entire processing is ready for operational test answer document processing and report production. The test deck shall be prepared as a small-scale testing program and simulate the entire operational production system. The test deck shall be used to examine the following aspects of the production system for paper-based testing (7.2.98-7.2.106):		
7.2.98	The Contractor shall examine the technical capacity and efficiency of the scanners in scanning and collect bubbled information from the answer documents;		
7.2.99	The Contractor shall test the scanning programs in determining the reading of answer bubbles and make decisions for valid or invalid erasures;		
7.2.101	The Contractor shall test the editing programs and procedures during the scanning process;		
7.2.102	The Contractor shall test the processes in collecting bubbled information and testing information and linking this information to pre-code information;		
7.2.103	The Contractor shall test the processing rules and processing procedures that will be used for actual production of the reports;		
7.2.104	The Contractor shall test the programs that produce simulated and actual reports.		
7.2.105	The Contractor shall prepare actual bubbled answer documents in all the possible scenarios that may occur in real testing situations. Scenarios include different shades of darkness, size of the bubbled area, bubbles using different markers, different type of erasures, and multiple bubbles in one field with the same or different darkness.		
7.2.106	The Contractor shall run the test deck answer documents		



	through the scanner to examine the scanner efficiency and the scanning and editing programs. Samples of the test deck answer documents, scanning files, test files, and reports should be presented to LDOE for review and approval.		
	<b>Online End-to-End Testing:</b>		
7.2.107	The Contractor shall build an “end-to-end” check of the online assessment system for both LDOE and the Contractor that include checks to ensure user access to register for testing, data recording and collection of the registration data, data recording and collection of item response, user view of the test item on the screen, all navigation activities, functionalities for reporting, and all reporting activities. Final approval and sign-off for end-to-end testing that rolls out to the production ADP lies solely with LDOE.		
	<b>The Accountability Reports</b> The accountability reports are used in completing accountability processes and include required assessment data (e.g., demographics, scores, accountability coding).		
	<b>State Accountability Assessment Student Level Files</b>		
7.2.108	The Contractor shall collect and report required data for accountability reporting (e.g., accountability codes). The accountability component shall be built based on LDOE requirements and LDOE approved processing rules.		
7.2.109	The Contractor shall deliver the files and reports for LDOE to conduct quality control analyses and shall correct any errors found during the quality control process. The Contractor assumes final responsibility in providing accurate, and error-free accountability data files.		
7.2.110	The Contractor shall work with LDOE in the building of the accountability file. The accountability file may include, as an example: <ul style="list-style-type: none"> <li>• District Identifier</li> <li>• School Identifier</li> <li>• Louisiana Secure ID</li> <li>• Partial First and/or Last Name</li> <li>• Grade Level When Assessed</li> <li>• Scaled Score</li> <li>• Achievement Level</li> <li>• Accountability Coding</li> </ul>		
	<b>State Accountability Online Cleanup System</b>		
7.2.111	The Proposer shall submit a plan for online cleanup which will allow districts and schools to process, correct, and/or update students’ test records including demographics and accountability codes.  The Contractor shall include within the ADP an online cleanup system which meets LDOE accountability		

	processing requirements.		
7.2.112	Prior to online cleanup, the Contractor shall produce the online cleanup file with necessary cleanup criteria/data included. The file shall be delivered to LDOE for approval before the system is opened for districts/schools.		
7.2.113	After online cleanup is completed, the Contractor shall deliver the post online cleanup file to LDOE according to the schedule.		
7.2.114	The Contractor shall allocate LDOE at least 10 business days for LDOE to review the final files (post clean up). If the files do not meet LDOE requirements, the Contractor shall make the corrections and send updates to LDOE for further review and approval. The time used in correcting the file shall be closely controlled by the Contractor to make sure an accurate final file is delivered at the earliest possible date.		

## 8.0 Non-Summative Assessments

### 8.1 Scope and Services

The State is seeking a platform to deliver non-summative assessments as noted in Table 3: Non-Summative Assessments. This section details the additional functional and technical requirements that were not included in sections 2.0 through 7.0 above.

The State may contract for all or a partial list of the non-summative assessments and the State reserves the right to implement all or part of the non-summative assessments at the onset of the contract or through a phased approach over the contract period as deemed appropriate by funding availability and development timelines.

The State plans to deliver non-summative assessments at various times of the year. Delivery of these assessments will depend on the availability of the items and content provided by the external source/provider. For example, diagnostic assessments are administered to districts and/or schools at the beginning of each school year and may be available beginning August 2015. Interim assessments may be available beginning September 2015. The Contractor must work closely with the LDOE and its external source/provider to develop the necessary timelines and work plans to ensure that the ADP is available and ready to deliver non-summative assessments in accordance with defined LDOE-approved schedules and timelines. The LDOE and its external providers will meet yearly with the Contractor to discuss availability of content and system release dates for the upcoming year. Timeframes may be adjusted at the mutual consent of the LDOE and the Contractor.

### 8.2 Functional and Technical Requirements

*The following table should be included in the Proposer's response to aid in qualifying and evaluating multiple responses. Page references should be documented for all requirements outlined in the table.*

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>K-3 Developmental Skills Data Collection (Option 2)</b>			
The K-3 Data Collection Component shall import data from external users and/or systems into the Data Warehouse. The Contractor shall also create a system whereby the K-3 data is properly associated with individual students so as to link their scores from the K-3 assessment scores to the scores from other assessments in the Data Warehouse.			
8.2.1	The Contractor shall create a data import system for the inputting of K-3 scores.		
8.2.2	The Contractor's system shall be able to import from the standard data export file without any transformations, conversions, or alterations necessary by the user(s) of the system.		
8.2.3	The Contractor's system shall import all necessary student demographic and scoring information.		
8.2.4	The Contractor's system shall provide a bulk data upload feature as well as a manual individual record entry option that allows a user to enter individual data points.		

8.2.5	The Contractor's system shall correctly match student scores from the K-3 Assessments to existing records in the Data Warehouse, using the student unique ID which shall have no less than three data points to verify correct matching, to be determined by LDOE and in compliance with state and federal privacy laws.		
8.2.6	The Contractor's system shall generate an error report with specific error messages identifying those scores that were not matched to a student and why they were not matched.		
8.2.7	The Contractor's system shall verify and confirm that all scores and data imported conform to the format and scale of each respective data entry, as dictated by the assessment used.		
8.2.8	The Contractor's system shall generate an error report with specific error messages identifying those scores that were not imported and the reasons for the non-import of the score.		
8.2.9	The Contractor's system shall make the error report available in an electronic version, which is exportable from the system in the standard PDF format.		
<b>Non-Summative Assessment Delivery (Options 1 and 3-7)</b>			
8.2.10	The ADP should support the delivery of assessment items and/or forms for K-2 formative.		
8.2.11	The Contractor's ADP shall support the delivery of assessment items and/or forms for Grades 2 to High School Diagnostics.		
8.2.12	The Contractor's ADP shall support the delivery of assessment items and/or forms for Grades 3 to High School Interim assessments.		
8.2.13	The Contractor's ADP shall support the delivery of assessment items and/or forms for district formative assessments.		
8.2.14	The Contractor's ADP shall support the delivery of assessment items and/or forms for classroom formative assessments.		
8.2.15	The Contractor's ADP shall support the delivery of assessment items and/or forms for other statewide formative.		
<b>Other Statewide Formative, District Formative, and Classroom Assessment Item and Test Authoring Component (Options 5-7)</b>			
The online item and test authoring portal shall support test item and test form authoring for both formative and summative assessments. It shall support a multitude of item types and formats with a variety of authoring and editing tools. It shall also include a subcomponent for submitting test items for review with the option of approval or revision by a hierarchical format to include school-, district-, and state-level reviewers.			
8.2.16	The Contractor shall provide a test item authoring component to be used by school, district, and state educators.		
8.2.17	The Contractor's test item authoring component shall include		

	<p>templates and tools to create interactive item types, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Multiple Choice</li> <li>• Extended-response</li> <li>• Drop-down menus</li> <li>• Hotspots</li> <li>• Multi-select</li> <li>• Two-part items</li> <li>• True/False</li> <li>• Yes/No</li> <li>• Matching</li> <li>• Drag and drop</li> <li>• Fill in the blank, both single and multiple</li> <li>• Short answer response</li> <li>• Constructed Response/Essay</li> </ul> <p>The Proposer should clearly identify all tools which are currently available in their system and all tools which are either under development or will need to be developed. The proposer should provide a timeline/timeframe for delivery of all item types currently not offered in their ADP.</p>		
8.2.18	The Contractor's test item authoring component shall include a WYSWYG interface for creating test items.		
8.2.19	The Contractor's test item authoring component shall provide a preview capability that allows the author to view any test item created exactly as it will appear in the test delivery component for all platforms.		
8.2.20	<p>The Contractor's test item authoring shall allow the use and inclusion of supporting material in standard file formats and including but not limited to:</p> <ul style="list-style-type: none"> <li>• Text sources</li> <li>• Graphics</li> <li>• Videos</li> <li>• Audio recordings</li> </ul>		
8.2.21	The Contractor's test item authoring component shall allow individual items to be labeled and tied to specific educational standards.		
8.2.22	<p>The Contractor's test item authoring component will allow items to be tagged for numerous criteria including but not limited to:</p> <ul style="list-style-type: none"> <li>• Multiple content standards</li> <li>• Content area</li> <li>• Passages</li> <li>• Item types</li> <li>• Grade level</li> <li>• Custom criteria (i.e. state specific instructional tools/guides)</li> </ul>		

8.2.23	The Contractor's test item authoring component should provide tools for designating items for accommodations and accessibility options.		
8.2.24	The Contractor's test authoring component should provide tools for creating necessary accommodations and accessibility options, including but not limited to: <ul style="list-style-type: none"> <li>• Text to Speech</li> <li>• Alternate graphics</li> <li>• Alternate text resources</li> <li>• Audio and video captioning</li> </ul>		
8.2.25	The Contractor's test item authoring component shall allow authors to identify correct answers, where applicable.		
8.2.26	The Contractor shall provide a content library component for aggregating questions into question banks which are open form, such that authors can group the test items based on numerous automatic criteria (e.g., standard assessed, item type) or through manual adds.		
8.2.27	The Contractor's content library component shall include a search and filter component which allows the author to view test items based on, but not limited to grade level, subject, content standard(s) assessed, as well as search test items based on a free-form wildcard search.		
8.2.28	The Contractor's content library component should allow for and support the submission of test items from teachers to school-level reviewers, schools to district-level reviewers, and districts to state-level viewers for approval.		
8.2.29	The Contractor's content library component shall be accessible in a secure manner from the Internet by authorized reviewers (including external sources approved by the LDOE) at every level.		
8.2.30	The Contractor's content library component should provide reviewing tools for approval and rejection of test items. In the case of rejected items, it shall provide a means of communicating back to the submitter the reason(s) why the item was rejected and suggestions on how it might be improved.		
8.2.31	The Contractor's content library component should support the authoring of test banks which are available in a hierarchical format, where teachers have access to all questions created by themselves as well as all items reviewed and approved at each level (school, district, and state) which are labeled as accessible for the teacher's security permissions.		
8.2.32	The Contractor's content library component will allow for both secure and unsecure test banks. Secure test banks will be limited to access by only duly designated reviewers and test form creators, while unsecure test banks shall be accessible by the users at large.		

8.2.33	The Contractor shall provide a test form authoring component, which will allow educators at all levels to create test forms by selecting from the available test banks.		
8.2.34	The Contractor's test form authoring component should allow the author to designate a form as a summative or non-summative assessment.		
8.2.35	The Contractor's test form authoring component will allow the author to select the score value of each question or group of questions.		
8.2.36	The Contractor's test form authoring component shall include a search and filter component which allows the author to view test items based on but not limited to grade level, subject, standard(s) assessed, and summative vs. non-summative assessments, as well as search test items based on a free-form wildcard search.		
8.2.37	The Contractor's test item authoring component shall allow the item editor to attach passages and links to outside resources. The Contractor shall implement appropriate processes for managing passages and outside resources that require permissions.		
8.2.38	The Contractor's test item authoring component shall allow the item editor to attach scoring rubrics.		
8.2.39	The Contractor's test item authoring component should allow the item editor to attach sample student responses.		
<b>Scoring and Reporting: Options 1, 3-7</b> The Diagnostic, Interim, and Formative Assessment Reporting Component shall provide scoring and reporting for the diagnostic, interim, and/or formative assessments utilizing the external assessment content.			
<b>Diagnostic, Interim, and/or Formative Assessment Scoring</b>			
8.2.40	All machine-scorable items delivered through the Contractor's ADP should be automatically scored within the delivery platform.		
8.2.41	The Proposer should detail the cost of scoring designs and processes to include the scoring of all non-machine scorable test items. Costs should be itemized by assessment type (e.g., diagnostic, interim, and formative assessment scoring) and item type. The Proposer should also break-out costs by grade spans (K-2, 3-8, high school, etc.) to ensure the State clearly understands the proposed cost model.		
8.2.42	The Contractor shall implement scoring design procedures to score all non-machine scorable test items.		
<b>Diagnostic, Interim, and/or Formative Assessment Reporting</b>			
8.2.43	The Contractor shall deliver all diagnostic, interim and formative assessment reports through the comprehensive reporting system.		
8.2.44	The Contractor shall design diagnostic reports to evaluate students' readiness for current standards.		
8.2.45	The Contractor shall design interim and/or formative		

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	assessment reports to provide educators with ongoing information about student standards mastery.		
8.2.46	The Contactor shall deliver the diagnostic, interim and formative assessment reports timely to allow users to identify learning gaps among individuals and groups.		
8.2.47	The Contractor shall apply quality control processes and procedures to assure accuracy and quality of the reports and data files.		



## 9.0 Project Management and Deliverables

### 9.1 Scope and Services

The Proposer should provide their overall description of the approach to manage and support full implementation of LEAP 2025. The Contractor should employ generally accepted project management methodologies and should provide the necessary documentation to outline the structure and resources available to support all assessment program activities. Day-to-day project management using best management practices for all tasks and activities necessary to complete the scope of services and meet the functional and technical requirements should be incorporated into the respondent's reply. In the event, that subcontracts are awarded under the prime Contractor, the prime Contractor will be required to coordinate among the other Contractors and the State. See [Section 3.8](#) for additional subcontracting information.

### 9.2 Functional and Technical Requirements

*The following table should be included in the Proposer's response to aid in qualifying and evaluating multiple responses. Page references should be documented for all requirements outlined in the table. See Section for a complete table.*

No.	Requirement Description	✓	Proposal Page Reference/ Comments
9.2.1.	<p><b>Project Staff Plan.</b> The scope of work described and outlined in this RFP is a large and complex program that requires a significant amount of cross team collaboration. The year-round activities require detailed and timely management of overlapping tasks for grade-specific assessments and the project deliverables associated with successful delivery of summative and non-summative assessments. The Proposer should provide a project staffing plan that includes qualified personnel to work closely with the State and subcontractors (if applicable) to manage the program. Respondents should consider the complexity of the project before responding to this RFP.</p> <p>a. The Contractor shall designate a team of professional individuals to work or manage each project. The responsibilities for the management team will include not limited to:</p> <ol style="list-style-type: none"><li>1. Working with the State to plan and schedule all activities and deliverables;</li><li>2. Receiving approval from the State for any change of the scope of work;</li><li>3. Monitoring and reporting the progress of each project;</li><li>4. Managing weekly conference calls for reporting the progress and issues for each activity;</li><li>5. Recording the results of discussions and clarifying the issues in meeting minutes;</li></ol>		

	<ol style="list-style-type: none"> <li>6. Ensuring all deliverables are on schedule;</li> <li>7. Informing the State of any personnel changes; and</li> <li>8. Ensuring every processing step is completed on time with 100% accuracy</li> </ol> <p>b. At a minimum, the Contractor will designate the following individuals who will be assigned to work with the State on this program. See <b>Attachment II: Proposal Format Information</b> for additional examples of key personnel.</p> <ol style="list-style-type: none"> <li>1. Senior Program Manager</li> <li>2. Project Manager(s)</li> <li>3. Technical Services Manager</li> <li>4. Psychometrician</li> <li>5. Quality Control Manager</li> </ol>		
9.2.2.1	<p>The Proposer should consider the following position titles and should provide a list of Key Personnel that will be assigned to the Project:</p> <ul style="list-style-type: none"> <li>• Technical Lead</li> <li>• Systems Analyst</li> <li>• Business Analyst</li> <li>• Data Management Analyst</li> <li>• Software Tester</li> <li>• Information Systems Specialist</li> <li>• Systems Architect</li> <li>• Database Administrator (DBA)</li> <li>• Training Specialist</li> </ul>		
9.2.2.	<p><b>Project Work Plan:</b> The Proposer should provide a year one implementation project work plan in the Proposal.</p> <p>The Contractor shall develop and maintain a Project Work Plan that breaks down the work to be performed into manageable phases, activities, and tasks. The work plan will identify activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete activities, and expected start and completion dates. Specifically, scheduled completion dates for each deliverable will be included. Written approval by the State may be required to amend the Work Plan.</p>		
9.2.3.	<p>The Proposer should propose appropriate quantity and quality of staff to ensure successful completion of the Project including but not limited to Project management, analysis, design, development/ customization, data conversion, testing, implementation, database administration, and training.</p>		
9.2.4.	<p>The Proposer should provide an organizational chart identifying Key Personnel proposed for the Project reporting</p>		

	structure inside the Proposer's organization for Key Personnel designated staff.		
9.2.5.	The Proposer should identify the name(s), if known, and qualifications of individuals proposed for key personnel positions.		
9.2.6.	<p>The Proposer should provide resumes and references for individuals proposed for Key Personnel (if known). The State reserves the right to approve all Key Personnel assigned to the Project. Resumes should reflect qualifications and recent experience relevant to the Project described in this RFP. Resumes should include at least three references that can be directly contacted to verify the individual's qualifications and experience. Resumes should list the following information for each reference provided:</p> <ul style="list-style-type: none"> <li>• Company name;</li> <li>• Brief description of the Project/work experience;</li> <li>• Duration of Project; and</li> <li>• Individual's role in the Project.</li> <li>• Letters of commitment are required for all key personnel.</li> </ul>		
9.2.6.1	Key personnel shall be available to work on the Project within thirty (30) business days of Contract award and Contract signature. Any replacement or substitution of staff as proposed requires written approval from the State prior to replacement or substitution.		
9.2.7.	Positions that will be filled with Subcontractors shall be clearly identified on the organization chart and the name of the Subcontractor identified in the proposal.		
9.2.8.	The Contractor shall provide staffing levels sufficient to ensure effective quality processes and Services for the Project. All personnel must possess the requisite skills and certifications for the roles they are filling.		
9.2.9.	The Proposer should describe the problem resolution escalation process that will be used within the Proposer's organization to resolve any problems or issues that may arise during the course of the Project. The highest level of escalation must include executive level management position(s).		
9.2.10.	Upon Contract award, the Contractor shall commit the Key Personnel named in the Proposal and shall specify the percentage of time each person will commit to the Project. The proposed individuals must possess the necessary skills and certifications for each proposed role		
<b>Approach and Methodology</b>			
9.2.11.	The Proposer should demonstrate an understanding of the nature of the project and how his/her proposal will best meet the needs of the state agency. Screen mockups and process maps are desirable.		

9.2.12.	The Proposer should define his/her functional approach in providing a solution.		
9.2.13.	The Proposer should define his/her functional approach in identifying the tasks necessary to meet requirements.		
9.2.14.	The Proposer should describe the approach to Project Management and Quality Assurance, including approach to online collaboration tools and systems.		
9.2.15.	The Proposer should provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables (Gantt charts), and staffing.		
9.2.16.	The Proposer should define his/her functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions.		
9.2.17.	The Proposer should provide a Data Model and Systems Architecture Design.		
9.2.18.	The Proposer should define his/her approach implementing this system and identifying issues that would prevent or impair implementation or operation across all stakeholders.		
9.2.19.	The Proposer should define his/her strategy for transfer of application knowledge and to position the State and its stakeholders to be self-sufficient after implementation.		
9.2.20.	The Proposer should define his/her approach for defining system and data security.		
9.2.21.	Proposer should identify areas of project risk and procedures to mitigate these risks.		
9.2.22.	The Proposer should define the methodology to be utilized for system design.		
9.2.23.	The Proposer should explain how each Task and Service will be performed. This should take into account project phasing, use of tools, technologies, etc.		
9.2.24.	<p>The Proposer should explain how to manage and log issues, including but not limited to procedures and forms to monitor the identification and resolution of key project issues and problems.</p> <p>The Contractor will ensure that the procedures are implemented and improved to support the needs of the project.</p>		
9.2.25.	The Proposer should explain change management plan and log.		
9.2.26.	The Proposer should explain communications plan.		
9.2.27.	The Proposer should provide disaster recover/continuity plan.		
9.2.28.	The Proposer should describe test plan and test cases.		
9.2.29.	The Proposer should provide suggested quality metrics and defect tracking and reporting plan.		
9.2.30.	The Proposer should offer strategies for ensuring confidentiality and security requirements are enforced.		

9.2.31.	<b>Final Project Report:</b> At the end of the each contract year, the Contractor will prepare a final project report that summarizes the year's activities for all assessment tasks and project components implemented that year, if requested by LDOE.		
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### 9.3 Major Project Deliverables

**Table 16: Schedule of Major Project Deliverables (2015-2016) – Summative Assessments** lists the deliverables and timelines for the contract year 2015-2016. The schedule and major deliverables for remaining years will follow similar guidelines. Each year, prior to the initial stage of development and implementation, the LDOE and the Contractor will meet to discuss the schedule for the upcoming year, as well as details of major tasks. The dates shown below may be adjusted at the mutual consent of the LDOE and the Contractor.

NOTE: Non-summative Assessment timelines will be determined during the contracting process.

**Table 16: Schedule of Major Project Deliverables (2015-2016) – Summative Assessments**

Date	Activity
September/October  (Box 1 would be due in July/August in future years, Box 2 would be due in September in future years, and Box 3 would be due in October)	<ul style="list-style-type: none"> <li>• Kickoff/Planning meetings (including LDOE and external sources/partners)</li> <li>• Submit key dates and timelines for LDOE approval</li> <li>• Confirm timeline and work plan for acquiring content from external source</li> <li>• Confirm timeline and work plan for securing platform and customizing with Louisiana add-ons or deletions</li> <li>• Assessment delivery platform ready for LDOE review and initial testing</li> <li>• Practice Tests for 2015-16 delivered</li> <li>• Post assessment guide to administration portal for user access</li> <li>• System fully functional and available for delivery of appropriate assessments</li> </ul>
October	<ul style="list-style-type: none"> <li>• Acquire forms from external source for Winter testing window</li> </ul>
November	<ul style="list-style-type: none"> <li>• End of Course registration (2016-2017 and beyond)</li> <li>• TAC meeting</li> </ul>
December	<ul style="list-style-type: none"> <li>• End of Course administration (2016-2017 and beyond)</li> </ul>
January	<ul style="list-style-type: none"> <li>• Planning collaboration meeting (including LDOE and external source) if needed</li> <li>• Alternate assessment (special education and ELL) registration</li> </ul>
February	<ul style="list-style-type: none"> <li>• Acquire forms from external source for Spring testing window</li> <li>• Alternate assessment (special education and ELL) administration</li> <li>• Grades 3-8 registration</li> </ul>
March	<ul style="list-style-type: none"> <li>• Acquire forms from external source for Spring and Summer testing windows</li> <li>• Grades 3-8 ELA and math test administration</li> </ul>

	<ul style="list-style-type: none"> <li>• TAC meeting</li> </ul>
April	<ul style="list-style-type: none"> <li>• Grades 3-8 Science and Social Studies administration</li> <li>• End of Course registration (2016-2017 and beyond)</li> </ul>
May	<ul style="list-style-type: none"> <li>• Grades 3-8 ELA and math administration</li> <li>• End of Course administration (2016-2017 and beyond)</li> <li>• Deliver all student score reports for assessments not requiring standard setting or standards validation.</li> </ul>
June	<ul style="list-style-type: none"> <li>• Grades 4, 8 retest</li> <li>• End of Course summer administration (2016-2017 and beyond)</li> </ul>
No later than July 2016	<ul style="list-style-type: none"> <li>• Deliver all student score reports for assessments requiring standard setting or standards validation.</li> </ul>

#### **9.4 Liquidated Damages for Delay**

Accurate and timely delivery is imperative, and as a result, the Contractor shall be required to enter into the following agreement for the completion of the critical activities identified below.

Failure to complete key activities within the time fixed in the contract will result in substantial injury to LDOE, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that for each day work remains uncompleted on key activities or deliverables beyond the time set for its completion, the Contractor shall pay liquidated damages to the LDOE. For failure to meet the delivery schedule shown in Table 17, the sum as shown in Table 17 below shall be assessed as liquidated damages for such delay, and not as a penalty. At the sole option of LDOE, these liquidated damages (a) shall be immediately due and payable to the LDOE, the State, and the BESE; or (b) shall be deducted from money due the Contractor as compensation under this agreement. This shall be in addition to any other remedies the LDOE has by law. The dates shown below may be adjusted at the mutual consent of the LDOE and the vendor.

Should the Contractor see that it will not be able to meet a delivery date, the Contractor may request an extension in writing. This request may or may not be granted at the discretion of the LDOE. If written approval is granted by the LDOE, liquidated damages will not be assessed for the duration of the extension.

**Table 17: Liquidated Damages for Delay**

<b>Activity or Deliverable</b>	<b>Date</b>	<b>Liquidated Damages (per day)</b>
Testing of all software components and sign off on all changes and upgrades completed	No later than 4 months prior to an assessment	\$5,000/day for the first five days \$10,000/day for each day thereafter
Hardware and network capacity of the ADP, as well as end user devices and networks tested and subsequent signs offs, approved by LDOE and available to LEAs	No later than 4 months prior to an assessment	\$5,000/day for the first five days \$10,000/day for each day thereafter
All materials and services regarding training and test preparation, including tutorials and practice tests, approved by LDOE and available to LEAs	No less than 3 months before the opening of the testing window	\$5,000/day for the first five days \$10,000/day for each day thereafter

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Services, training, and test preparation completed, approved by LDOE, and available to LEAs	No less than 3 months before the opening of the testing window	\$5,000/day for the first five days \$10,000/day for each day thereafter
Scoring components tested and subsequent sign offs approved by LDOE and completed	No later than 4 months prior to an assessment	\$5,000/day for the first five days \$10,000/day for each day thereafter
The Contractor shall agree that all service interruptions shall incur a monetary penalty equal to 1/365 <sup>th</sup> of the annual service costs and fees per hour of service interruption.	N/A	N/A

## **ATTACHMENT II: PROPOSAL FORMAT INFORMATION**

The following sections and forms shall be completed and submitted with the proposal in accordance with the instructions given in [Section 4.0](#). Blank forms are included where applicable.

### ***Technical Proposal***

The format and sections of the Technical Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is necessary in order to permit the effective evaluation of proposals.

#### **Technical Proposal Format:**

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. **Tab 1:** Executive Summary
5. **Tab 2:** Technical Approach
6. **Tab 3:** Management Approach
7. **Tab 4:** Past Performance
8. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

The following sections of the RFP explain the content that is requested in each of the sections of the Technical Proposal.

#### **1. Title Page**

The title page should be placed as the front cover and/or insert and include:

- a. Title of the RFP
- b. RFP due date
- c. Proposer's Name
- d. The inscription, "Technical Proposal".
- e. Separate and distinct control number for each of the nine hard copies placed in the bottom right corner.
  1. The control number naming convention is <Proposer Name> – <sequential number> (e.g., "Acme – 4"). Please ensure that the signed original copy is designated by control number "1".

#### **2. Transmittal Letter**

The letter of transmittal should be limited to two (2) pages and should include:

- a. A brief statement of the Proposer's understanding of the scope of services associated with this RFP.
- b. The names, titles, addresses, e-mail addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of and legally bind the Proposer.



- c. The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact for the Proposer.
- d. Federal Tax Identification Number
- e. All Proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its Proposal. The State reserves the right to reject a Proposal if the Proposer's acceptance period is less than 90 calendar days.
- f. A statement designating the firm that will function as Proposer in response to the RFP.
- g. Signature of person(s) authorized to legally bind the Proposer.

ATTENTION: Evidence of signature authority shall be provided upon the State's request.

### **3. Table of Contents**

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

### **4. Tab 1: Executive Summary**

This section should introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name and phone number. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Section V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **5. Tab 2: Technical Approach**

The Proposer shall describe in the Technical Approach section of its proposal submission how the proposed solution meets the following required services and deliverables as indicated in the scope of work, functional and technical requirements section. The Proposer should place a check in the boxes next to the items that the Proposer will provide as demonstrated below and should include a completed Attachment I in the Technical Approach section as described in Attachment II. Any requirements that are checked as being offered should include a page reference or comment. Missing page references/comments may not be considered during the review. For each requirement the Proposer should clearly describe:

- How the Proposer's offering meets the requirement, and
- If a requirement is under development or scheduled as part of a future software release.

**SAMPLE OF THE REQUIRED TECHNICAL RESPONSE STRUCTURE:**

No.	Requirement Description	✓	Proposal Page Reference/ Comments
<b>LEVEL 1 HEADING</b>			
<b>LEVEL 2 HEADING</b>			
1.1. 1	Requirement described here.  <b>SAMPLE</b>	The Proposer should check this box if this requirement is included in their offering.	<i>The Proposer should either list a Page reference or provide details about how their offering meets the requirement in this comment box. The Proposer should also note if the requirement supports both the summative and all or part of the non-summative options.</i>

This section should demonstrate the Proposer’s clear understanding of the State’s goal to administer, score, and report on summative and non-summative assessments as outlined in **Attachment I: Scope of Services – Technical and Functional Requirements**.

This section shall provide a response to how the requirements described in this RFP will be met. The Proposer should describe the methodologies, standards, and best practices that will be employed in managing and completing the requirements in each of the required subsections listed below. The Proposer should also identify where significant development difficulties may be anticipated and any specific techniques to be used to resolve them.

The Proposer should include detailed information regarding the methodology for providing all services described in this RFP. The inclusion of flowcharts, diagrams, screenshots, or demo software that can help the State understand the quality, technical approaches, hardware and software infrastructure, and quality control procedures are encouraged in the proposal.

### 5.1 *Scope of Services*

This section is to be completed by the Proposer as part of their RFP response. The Proposer should respond to all Scope of Services: Functional and Technical requirements described in [Attachment I](#).

#### 5.1.1 *Technical Architecture – Description Requirements*

This section is to be completed by the Proposer as part of their RFP response. The information provided below is stated in the form of questions that should be answered by the Proposer in their RFP response. The Proposer may provide other information by category to assist in demonstrating its ability to provide the desired level of architectural consistency.

##### 5.1.1.1 **Scalability**

- 5.1.1.1.1 Provide detailed diagrams with complementing narrative describing proposed technical solution.
- 5.1.1.1.2 Describe the largest production implementation by an existing customer that utilizes the proposed technical solution.
- 5.1.1.1.3 Describe the testing methodology used in the development of the proposed technical solution (e.g. Performance, Load, Stress, Security, etc.).

##### 5.1.1.2 **Adaptability**

- 5.1.1.2.1 Describe the overall architectural approach utilized to design the proposed solution.

- 5.1.1.2.2 Describe how the architectural approach and the technologies used enable solution adaptability.
- 5.1.1.2.3 Describe the technology roadmap for the proposed solution.
- 5.1.1.2.4 Describe how the solution will be capable of adapting to meet changing business requirements.

**5.1.1.3 Securability**

- 5.1.1.3.1 Describe how the solution can be deployed to provide layered access controls.
- 5.1.1.3.2 Describe how the solution can be deployed to accommodate both an integrated or externalized identity access and management solution.
- 5.1.1.3.3 Describe the ability of the proposed solution to meet federal and state regulatory requirements.

**5.1.1.4 Availability**

- 5.1.1.4.1 Describe the technologies and approach used to meet and/or exceed availability requirements.
- 5.1.1.4.2 Describe an acceptable backup and recovery approach to meet and/or exceed availability requirements.

**5.1.1.5 Manageability**

- 5.1.1.5.1 Describe the versioning and patch management process for the proposed solution.
- 5.1.1.5.2 Describe approaches that could be implemented to provide overall performance monitoring for the proposed solution.
- 5.1.1.5.3 Describe the Quality Assurance (QA) measures that will be taken in the design, implementation, and maintenance with respect to the proposed solution.
- 5.1.1.5.4 Describe the management and monitoring tools that are supported by the proposed technologies.

**5.1.1.6 Interoperability**

- 5.1.1.6.1 Describe the programming language(s) and development framework(s) that are utilized in the design and implementation of the proposed solution.
- 5.1.1.6.2 Describe any open (industry and/or de facto) standards utilized to ensure interoperability of this solution within a heterogeneous environment.
- 5.1.1.6.3 Describe the available options, along with the preferred approach, for integrating the proposed solution with other intra/inter agency systems.
- 5.1.1.6.4 Describe the flexibility of this solution to meet future integration needs.
- 5.1.1.6.5 Describe how the solution meets accessibility (i.e. W3C and/or 508) requirements.

**6. Tab 3: Management Approach**

***6.1 Corporate Background and Experience***

The Proposer shall give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest audited financial statement as well as the most recent unaudited quarterly financial statement.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities, including names and telephone numbers of those references.

The Proposer should describe the management style and methodology to be used to manage the project work, including control of costs, assuring quality, identifying and minimizing risk, and maintaining schedules as well as the means of coordination and communication between the Proposer, the State and other organizations as applicable.

### **6.2 Proposed Project Staff**

This section is to be completed by the Proposer as part of their RFP response. The Proposer shall respond to all Scope of Services: Functional and Technical requirements described in Attachment I, [section 9.0 Project Management and Deliverables](#).

### **7. Tab 4: Past Performance**

The Proposer shall provide information for a minimum of two (2) and a maximum of three (3) previous projects. The Proposer shall demonstrate that their firm has performed projects and/or tasks of similar scope and complexity. The Proposer shall at a minimum provide:

- A list of 2-3 contracts that the Proposer has held in recent years in which the services of similar scope and complexity were performed. A point of contact information (i.e., name, title, address, phone number and email address) should be included for each contract provided.
- A summary description of the task requirements that are materially relevant to the work being sought by the State for each referenced contract. Reference the similarities of these tasks to the requirements in the Functional and Technical Requirements section of this document.
- The total dollar value of each contract referenced.

The State may supplement past performance information provided with any other information it may obtain from any other source including its own experience with your firm.

### **8. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Additional points awarded for Proposers who qualify under the Hudson Initiative. See [section 3.15](#) for details. A copy of the respective program certification certificate should be provided for each subcontractor.

### *Cost Proposal*

The format and sections of the Cost Proposal should conform to the tabbed structure outlined below. Adherence to this format is encouraged in order to permit the effective evaluation of proposals.

The Cost Proposal should be in the following format:

#### **Cost Proposal Content Checklist**

1. Title Page
2. Table of Contents
3. **Tab 1** – Executive Summary
4. **Tab 2** – Administrative Requirements
5. **Tab 3** – Cost Schedules

Cost information should be provided in accordance with the templates provided in **ATTACHMENT V: COST Proposal Requirements**.

The following sections of the RFP explain the content that is requested in each of the sections of the Cost Proposal.

#### **1. Title Page**

The title page should be placed as the front cover and/or insert and include:

Title of the RFP  
RFP due date  
Proposer's Name  
The inscription, "Cost Proposal"

#### **2. Table of Contents**

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

#### **3. Tab 1 – Executive Summary**

Proposer should provide an overview of the Cost Proposal which describes any pricing approaches and reasons why Proposer's combined technical and cost approach should be of value to the State.

#### **4. Tab 2 – Administrative Requirements**

The Proposer shall sign and submit one (1) original and two (2) copies of the Certification Statement and all information required by the Certification as part of the proposal submission. Additionally, the following forms should be included with the proposal:

1. Board Resolution
2. Disclosure of Ownership
3. Certification of Authority
4. IRS Form W-9 Request for Taxpayer Identification Number and Certification

Submission of these forms with the proposal will expedite the contract process; therefore, each Proposer is strongly encouraged to submit these forms with their proposal. See the Office of State Procurement - Contractual Review website for the forms and associated instructions at <http://www.doa.louisiana.gov/ocr/checklis.htm>.

### **5. Tab 3 – Cost Schedules**

The Proposer shall provide a complete project budget utilizing the cost schedules provided in **ATTACHMENT V: COST Proposal Requirements**. Cost proposals shall be evaluated and scored based upon the information contained in Attachment V using a sealed cost model (see example below).

ITEM	TOTAL COST (Y1-Y12)	Weighting
<b>Deliverables Pricing</b>	\$	
<b>ADP Maintenance, including Technology Refreshes</b>	\$	
<b>Total Cost (Deliverables Pricing and ADP Maintenance)</b>		%
Non-Summative Option 1	\$	%
Non-Summative Option 2	\$	%
Non-Summative Option 3	\$	%
Non-Summative Option 4	\$	%
Non-Summative Option 5	\$	%
Non-Summative Option 6	\$	%
Non-Summative Option 7	\$	%
<b>Total Cost (Non-Summative Options)</b>		
<b>Total Cost (including Non-Summative Options)</b>		

Cost sheets provided in **ATTACHMENT V: COST Proposal Requirements** include:

#### **Cost Schedule 1: Project Cost Summary**

The Proposer shall complete the Project Cost Summary. The Total Cost computed in Schedule 1 will represent the total cost of the bid submitted by the Proposer in response to this RFP and shall be consistent with pricing as articulated on Cost Schedules 2, 3 and 4.

#### **Cost Schedule 2: Deliverables Pricing Year 1 (Statewide Summative Assessment Delivery Platform)**

The Proposer shall provide a detailed breakdown by deliverable of all costs required for successful completion of this project as defined in the RFP, and shall be consistent with the pricing as summarized in Cost Schedule 1.

**Cost Schedule 3: Deliverables Pricing Year 2 (Statewide Summative ADP with high school summative EOC exams included)**

The Proposer shall provide a detailed breakdown by deliverable of all costs required for successful completion of this project as defined in the RFP, and shall be consistent with the pricing as summarized in Cost Schedule 1.

**Cost Schedule 4: Non-Summative Assessment Requirements Pricing (Options 1-7)**

The Proposer shall provide a detailed breakdown of all costs required for each non-summative option, and shall be consistent with the pricing as summarized in Cost Schedule 1.

**ATTACHMENT III: CERTIFICATION STATEMENT (Page 1)**

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. All Proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its Proposal response. However, the State reserves the right to reject a Proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its Proposal.
5. If the contract negotiation period exceeds twenty (20) days or if the selected Proposer fails to sign the contract within **seven (7) business** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE



**ATTACHMENT III: CERTIFICATION OF COMPLIANCE WITH ACT 342 AND OTHER APPLICABLE LAW STATEMENT (Page 2)**

Proposer hereby certifies that its proposal, and its performance of any contract awarded based on its proposal is, and will be, in compliance with Act 342 of 2015 and any other applicable state and federal laws, including but not limited to, Acts 329 and 245 of 2015, the Louisiana Constitution, Art. VIII, § 3, Louisiana Revised Statutes 17:10.1 et seq., 17:24 et seq., 17:3902 et seq., R.S. 17:3981 et seq., R.S. 17:7 et seq., and R.S. 17:4015 et seq. and 20 USCS § 6311 et seq.

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Signature of Proposer's Authorized Representative

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Printed Name of Proposer's Authorized Representative

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Date

## ATTACHMENT IV: SAMPLE CONTRACT

# STATE OF LOUISIANA

## CONTRACT

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the (*Agency Name*), hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

### 1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

#### 1.1 CONCISE DESCRIPTION OF SERVICES

*[Provide the concise description of the data processing consulting services to be acquired]*

#### 1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

<b>Attachment I</b>	<b>Statement of Work</b>
<b>Attachment II</b>	<b>Hardware/Software Environment</b>
<b>Attachment III</b>	<b>Contractor Personnel and Other Resources</b>
<b>Attachment IV</b>	<b>State Furnished Resources</b>
<b>Attachment V</b>	<b>Insurance Requirements for Contractors</b>
<b>Attachment VI</b>	<b>Service Level Agreement</b>

### 2.0 ADMINISTRATIVE REQUIREMENTS

#### 2.1 TERM OF CONTRACT

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

## 2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate *(spell-out) (n)* months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guides for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## 2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages

and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be to the extent allowed by law. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **2.4 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

## **2.5 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

## **2.6 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

## **2.7 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

## **2.8 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State or confidential as a matter of law and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Technology Services and the Louisiana Department of Education.

Contractor agrees to maintain the confidentiality of any and all personally-identifiable student data (hereinafter sometimes referred in this clause as "the data") disclosed to it by State and to use such data for no other purpose other than the fulfillment of its obligations under the contract. Contractor shall retain the original version of the data at a single location and shall not make a copy or extract of the data available to anyone except those who have a need for the data to perform the services referenced in this Contract. Contractor shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to its authorized personnel. Contractor shall not permit removal of the data from the limited access area. Contractor will ensure that access to the data maintained on computer files or databases is controlled by password protection. Contractor shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Contractor shall maintain all printouts, disks, or other physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use. Contractor also agrees to return such data to the LEA's including all copies, whether in electronic or hard copy form, when it completes the service to be rendered to the State or when this contract is terminated or expires, whichever occurs first.

All data and documentation contained in the Contractor's Proposal, and all Data and Documentation that arise out of this Contract, shall be the property of the State and shall not be copyrighted, trademarked, or

patented by the Contractor.

All Data shall be the property of Authorized Users. Contractor shall acquire no rights or licenses, including without limitation intellectual property rights or licenses, to use the Data for its own purposes by virtue of this Contract or otherwise. The Contractor shall not acquire and shall not claim any security interest in the Data. The Contractor shall not mine, access or use in demonstrations any information from the Data for any purpose. Contractor may use the Data solely for the purposes of carrying out its obligations under this Contract.

All information stored in or accessed by the Application that is the result of any processing of Data shall be the property of the Authorized Users. The Authorized Users shall have the ability to access the Data and such information twenty-four (24) hours per day except during Excusable Downtime.

All reports, outputs or results generated in connection with this Contract shall be the property of the Authorized Users and shall not be used for demonstrations or for any purpose except as authorized by the State.

Data is and shall remain the sole and exclusive property of the Authorized Users, including Intellectual Property rights therein. Additionally, all right, title and interest in and to any Data relating to an Authorized User's business shall remain the property of such Authorized User, whether or not supplied to Contractor or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in the Data to the Contractor or any Third Party.

Contractor may collect Authorized User-specific information only as necessary to provide the Licensed Services and to implement, improve and maintain the Application. Contractor shall not disclose or provide any information or Data regarding any Authorized User to any Third Party for any reason unless required by this Contract, by law, by regulation, or by an order of a court of competent jurisdiction. The requirement of non-disclosure shall extend beyond the Life of the Contract.

Upon termination or expiration of this Contract, Contractor shall either provide the Data in whole within a database structure with full access to all information by the State and, if applicable, the LEA, and the Authorized User or, at the direction of the State, destroy such Data and certify in writing to the State that said Data in all formats have been destroyed. The Contractor shall not charge any access fees for any reason for requested Data from the State or an Authorized User. The Contractor shall not charge any fees for migration, export, files or any method of Data transfer from the Contractor to the State during the Life of the Contract, at the end of the Contract or during transition for any reason.

Contractor shall not use information disclosed to it by the State for any purpose not expressly permitted in this Contract. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity easily traceable. This contract is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), *et seq.*, (FERPA), the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, *et seq.*, (IDEA), and La. R.S. 17:3913. Contractor hereby acknowledges that all documents which include student information contained in or derived from a student's education records are deemed confidential pursuant to FERPA, IDEA and La. R.S. 17:3913. Contractor agrees not to re-disclose any such student information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA, IDEA and/or La. R.S. 17:3913 to LDOE at the conclusion of this contract.

### **3.0 TECHNICAL REQUIREMENTS**

#### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

#### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

#### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

*A. Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

*B Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

*C. Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

*D. Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

*E. Provide Issue Control.* Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

#### **3.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

#### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources*. Contractor will provide other resources as specified in Attachment III.

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General*. Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of



Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-approved design documents developed within this Project, and in the accepted final documentation.

*B. Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

*C. Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

*D. Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

*E. Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ . Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of \_\_\_\_\_ (*Name of Designee*).

*(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)*

### **Example A. Payment by Task.**

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

#### Payment Schedule

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

#### **Example B. *Payment by Percentage of Completion***

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training of State personnel 30%

Final Plan accepted by the State 20%

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

### **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **7.0 GOVERNING LAW AND REMEDIES FOR DEFAULT**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Any claim or controversy arising out of the contract shall be resolved by the provisions of the Louisiana Procurement Code, La. R.S. 39:1671-1673.

## **8.0 AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the

continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the Contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the State Superintendent of Education. To the extent that Contractor includes, incorporates, or embeds into any of the deliverables created or developed under this Contract anything, including but not limited to, content, materials, or products that were created by Contractor prior to the commencement of Contractor's work under this contract and/or are the property of any third party, Contractor grants to, or shall procure for, the State a royalty-free, paid up, perpetual, non-exclusive, non-transferable license to use, display, reproduce, and/or distribute, and to make derivative works from, any and all of them.

## **10.0 NONASSIGNABILITY**

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

## **12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

## **13.0 CONTRACTOR ELIGIBILITY**

Contractor, and each tier of Subcontractor, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and

12689, "Debarment and Suspension" as set forth in 24 CFR part 24. Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

#### **14.0 CONTINUING OBLIGATION**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

#### **15.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

#### **16.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### **17.0 NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

#### **18.0 HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

#### **19.0 COMMISSIONER'S STATEMENTS**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

**20.0 CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owed documents.

**21.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

**Contractor's Signature:**

**Date:**

**State's Signature:**

**Date:**

## **OPTIONAL FEDERAL REQUIREMENTS**

### **ANTI-KICKBACK CLAUSE**

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **CLEAN AIR ACT**

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

### **ENERGY POLICY AND CONSERVATION ACT**

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **CLEAN WATER ACT**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

## ATTACHMENT I: STATEMENT OF WORK

### 1.0 INTRODUCTION

*[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]*

### 2.0 DESCRIPTION OF SERVICES/TASKS

*[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]*

### 3.0 SCHEDULE REQUIREMENTS

*[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]*

### 4.0 PERFORMANCE MEASURES AND MONITORING PLAN

*[Describe the performance measures to be taken during the project and monitoring plan.]*

### 5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

*[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]*

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc. related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented.



	An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing,

	software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

## **5.0 STANDARD OF PERFORMANCE**

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

*[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]*

## **ATTACHMENT II: HARDWARE/SOFTWARE ENVIRONMENT**

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

*[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]*

### **2.0 SPECIAL REQUIREMENTS**

*[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]*

### **3.0 STANDARDS AND GUIDELINES**

*[List here references to applicable standards and/or guidelines or indicate "NONE".]*

*[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should take steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]*

## **ATTACHMENT III: CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **1.0 CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate Expected Duration

...  
...  
...  
...

*[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]*

### **2.0 PC WORKSTATIONS**

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

### **3.0 NETWORK CONNECTIVITY**

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **ATTACHMENT IV: STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

### **1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is \_\_\_\_\_ who is the principal point of contact for this contract on behalf of the State.

### **2.0 TECHNICAL STAFF**

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

### **3.0 FUNCTIONAL STAFF**

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director.

### **4.0 OFFICE FACILITIES**

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

### **5.0 COMPUTER FACILITIES**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

## **ATTACHMENT V: INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **4. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

## **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that



insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

## ATTACHMENT VI: SAMPLE SERVICE LEVEL AGREEMENT

*(To be jointly defined by both parties)*

### SERVICE LEVEL AND SUPPORT AGREEMENT

LEAP 2025 Assessment Administration

This Service and Support Agreement is made between **(Vendor Name)** and the Louisiana Department of Education (LDOE). All services provided by **(Vendor Name)** are related to and in support of the **LEAP 2025 Assessment Administration**.

This agreement outlines the terms and conditions under which the services are provided. It commences on the date signed by both parties and remains in effect for the initial term of the contract. This agreement terminates at the end of the initial contract period.

#### SCOPE OF SERVICES

(Vendor Name) will provide the software application, hardware and infrastructure services for hosting of the comprehensive assessment system (application code, databases, and reports) as defined in the vendor's online assessment RFP response. This includes ongoing support and assistance to designated LDOE key personnel as defined in the proposal.

LDOE will ensure that (Vendor name) has access to appropriate LDOE technology and Assessments and Accountability program staff personnel as required to perform the tasks and services required for the online assessment project.

#### TECHNICAL SUPPORT

Description: (Vendor name) will provide the online assessment hosting, technical support, contracted updates, contracted enhancements, modifications, improvements and maintenance in accordance with the terms and conditions of this agreement.

##### ***Problem Management:***

(Vendor name) will provide support and assistance related to the online assessment project as communicated in the proposal. This covers technical support issues and uses a leveled priority scheme.

##### ***Priority:***

The table below illustrates and defines the levels of priority and status of issues. Examples and definitions for each priority level will be jointly defined to the satisfaction of both parties:

Priority	Status
Priority 1	Urgent
Priority 2	Medium
Priority 3	Low

##### ***Escalation:***

(Vendor name) provides defined levels of support based on the relative priority of the issues or problems encountered (as shown above). Support will be requested via telephone.

For priority 1 issues identified by LDOE, assuming a technical engineer is not immediately available, technical staff will be engaged as soon as possible (within 4 hours). The support and engineering teams will remain engaged until satisfactory resolution of the problem, within 24 hours.

For priority 2 issues, technical staff will be engaged as soon as possible (within 4 hours). The support and engineering teams will remain engaged until satisfactory resolution of the problem, within 5 business days.

For priority 3 issues, vendor anticipates response within 8 hours and a resolution aligned with the next regularly scheduled release of the product.

Vendor will respond to non-critical inquiries within 8 hours, deliver an answer within 5 business days and update status every 24 hours. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

***Maintenance:***

(Vendor name) anticipates that the online assessment project will require scheduled maintenance windows throughout the duration of the agreement. The specific schedule (dates and times) will be negotiated with LDOE in advance of each window.

**Online Support Hours:**

Support staff will be available during regular business hours—weekdays, 7:00 AM to 4:00 PM Central Time and extended hours during online test administrations.

***System Availability:***

95% of the online assessment transactions will exhibit 5 seconds or less response time, defined as the interval from the time the user sends a transaction to the time a visual confirmation of transaction completion is received. Missing the metric for business transactions measured over any business week will constitute a violation.

The Louisiana's comprehensive assessment system application will be available 24 hours daily, except for scheduled maintenance. If the system application is unavailable, except for scheduled maintenance, an hourly Service Level Penalty (explained in the Service Level Penalties) will be charged for each hour of system unavailability.

***Service Level Penalties:***

If the Louisiana's comprehensive assessment system application overall system availability is less than 99.9%, then an hourly service level penalty will be assessed for each hour of system unavailability.

For every hour of system unavailability the service level penalty will be calculated at 100% of the vendor's hourly service level fee in the form of a credit applied to LDOE's monthly invoice. The vendor's hourly fee would be the annual cost of the system application hosted service divided by the number of Assessment System Support Hours per year.

***Service Tracking:***

(Vendor name) uses an industry standard service and support system. This system allows for full itemized tracking, prioritization and reporting of requests as they are received and acknowledged. The internal processes are measured and reported by the vendor on a monthly basis. This service includes incident reporting.

***Resolution:***

Resolutions to all problems will be logged and added into the tracking support system (Vendor will identify their tracking support system) for reporting purposes.

**INFORMATION AND DATA SECURITY**

(Vendor name) and LDOE maintain strict policies regarding the security and confidentiality of student data, including personally identified information (PII), in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C Section 1231 (g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA) and (add. (Vendor name) acknowledges that all documents which include personally identifiable information contained in or derived from a student's educational records are deemed confidential pursuant to FERPA and IDEA. All documents containing confidential information will be clearly marked as confidential. (Vendor name) agrees not to use, re-disclose, or distribute any such personally identifiable information unless such re-disclosure is otherwise authorized by law.

LDOE is solely responsible for ensuring the security of its own computers, networks, internet connections, email and other communications.

(Vendor name) security practices are implemented to ensure they meet or exceed industry security standards. All security practices and policies of (Vendor name) must be audited annually by a third party to insure that continual compliance is guaranteed.

(Vendor name) will host all components of the (Name your Security System Software) in a Tier-1 rated data center which enforces both physical, system access and transport security policies.

Physical security includes but is not limited to:

1. Palm scan access
2. Card reader access
3. Government issued identification validation
4. Customer cage segregation

Access to the (Vendor name) hosting environment is audited and only approved IT staffs are given the appropriate credentials. All software and hardware authentication credentials must exceed UNIX standards and are changed at regular intervals.

Transport access to the (Vendor name) hosting environment must be routed through a fortified firewall that has stringent access rules configured including but not limited to:

1. Port filtering
2. Protocol filtering
3. Intrusion protection

Access to (Vendor name) applications must be 1024 bit SSL encrypted and require certificates that must have been issued by a certified PKI. All access to persisted data is protected by rules based permissions that are dictated by the customer and enforced by the access layer. All sensitive data is encrypted before being persisted to any of the data stores.

***Use of and Access to Personally-Identifiable Student Information***

(Vendor name) shall not use students' personally identifiable information (PII) for any purpose not expressly permitted in this Contract.

Any access to PII by (Vendor name) shall be limited to (Vendor name)'s employees who have a legitimate need for such access to perform the Contractor's obligations under this contract, who have been instructed by (Vendor name) regarding (Vendor name)'s and (Vendor name)'s employees' obligation to maintain the confidentiality of PII, and who have executed a confidentiality agreement with Contractor consistent with the terms and conditions of this contract. Any and all PII maintained on (Vendor name)'s computer systems shall be password protected and encrypted and Contractor shall use commercially reasonable means to protect such information from unauthorized access and/or disclosure.

Contractor shall retain PII at a single location and shall maintain such information, whether in hard copy or electronic form, in a secure area that has limited access only to (Vendor name)'s authorized personnel. Contractor shall not permit removal of the data from the limited access area. Contractor shall maintain all printouts, discs, or other physical products containing PII in locked cabinets, file drawers, or other secure locations when not in use.

### ***Destruction of Personally-Identifiable Student Information***

When (Vendor name) has completed its work under this Contract, or upon the State's request, (Vendor name) shall destroy all PII in (Vendor name)'s possession, including all copies thereof in tangible, electronic or magnetic form, and certify to School District in writing that it has done so. Destruction of electronic information by (Vendor name) shall require the overwriting or reformatting of all applicable storage files.

### ***Audits***

(Vendor name) shall permit the State or its authorized representatives to carry out security or audit checks pertaining to (Vendor name)'s security and usage of PII at any time during the life of the Contract. (Vendor name) shall cooperate with the State to ensure access to both systems and hardware is provided as needed. The State or its authorized representatives shall have access at all reasonable times on working days during working hours at (Vendor name)'s business premises to (Vendor name)'s employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of (Vendor name) and (Vendor name)'s employees pertaining to this Agreement that are necessary for the State to carry out such security and audit checks. The State or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

### ***Security Breach***

As used in this Contract "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student information or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of student information, or (ii) receipt of a complaint in relation to the privacy practices of (Vendor name) or a breach or alleged breach of this (Vendor name) relating to such privacy practices.

(Vendor name) shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent Security Breaches. (Vendor name) shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any Security Breach and prevent any further Security Breach at (Vendor name)'s expense in accordance with standard industry practices and applicable law.

(Vendor name) shall: (i) provide the State with the name and contact information for an employee of (Vendor name) who shall serve as the State's primary security contact and shall be available to assist the State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling obligations associated with a Security Breach and (ii) immediately notify the State's Contract

Manager in writing of a Security Breach within twenty-four (24) hours of (Vendor name) becoming aware of it. Immediately following (Vendor name)'s notification to the State of a Security Breach, (Vendor name) and the State shall coordinate with each other to investigate the Security Breach. (Vendor name) agrees to fully cooperate with the State's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the State with physical access to the facilities and operations affected; (iii) facilitating interviews with (Vendor name)'s employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required by the State and (v) providing any notices to persons or organizations affected by the Security Breach as required by law and as required by the State.

#### **DISASTER RECOVERY**

(Vendor name) is responsible for ensuring that all appropriate measures are in place to minimize potential disruption, including daily backups of the Louisiana's comprehensive assessment system. The vendor must have a disaster recovery (D/R) plan in effect which includes a server/application recovery objective of 48 hours or less following a hardware or facility loss. The D/R plan must include provisions to activate spare server equipment in a hot or warm D/R site with internet access of sufficient bandwidth to support the application and have the application back on line after a disaster, within 48 hours. The vendor is encouraged to use server/SAN mirroring to minimize downtime following a disaster.

#### **OWNERSHIP OF DATA**

All data, files, assessment items, scores, and algorithms contained within the application, either electronic or physical will remain the property of the LDOE and will not be used for any purpose beyond the scope of the application or the contract without the expressed written consent of the LDOE.

#### **END OF CONTRACT TURNOVER**

In the event that LDOE chooses not to renew the contract after x years, (Vendor name) will establish a turnover plan and implement the complete turnover of all LDOE owned intellectual property, data, and reports both electronic and physical in the event that another vendor is awarded a contract upon expiration or termination of this contract. A 10% retainage of the total contract cost will be withheld until this turnover is accepted by the Louisiana Department of Education (LDOE).

#### **HARDWARE/TECHNOLOGY INFRASTRUCTURE**

(Vendor name) is responsible for hardware selection, acquisition and infrastructure management.

INTERFACE REQUIREMENTS INTO LDOE LONGITUDINAL DATABASE SYSTEM (LEDRS)  
N/A.

#### **ENCRYPTION**

Where appropriate and authorized by LDOE, (Vendor name) agrees to utilize SSL (Secure Socket Layer) encryption technology in the electronic transmission of data to protect client information from unauthorized users.

#### **TRANSFER**

LDOE may not rent, lease, lend or sublicense any part of (Vendor name) (Vendor software product name) without prior written consent of (Vendor name).

#### **BILLING AND PAYMENT**

LDOE agrees to pay invoices according to pre-negotiated terms (Net 30 days and in accordance with the contract payment schedule). All payments due under this agreement are based on accomplishment of key milestones associated with the agreed upon work plan.

(Vendor name)

Louisiana Department of Education

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT V: COST PROPOSAL REQUIREMENTS**

For the cost proposal template, see Excel document “Cost Schedules 07-23-2015.”



## APPENDIX A: SAMPLE DATA AGREEMENT

<p style="text-align: center;"><b>STATE OF LOUISIANA</b> <b>DEPARTMENT OF EDUCATION</b> <b>MEMORANDUM OF UNDERSTANDING</b></p>
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WHEREAS, R.S. 17:3914 allows for Local Educational Agency to contract with a private entity for student and other educational services and release personally identifiable pursuant to the terms of the contract,

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information (hereinafter referred to as “PII”) in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as “State”) and NAME OF CONTRACTOR (hereinafter referred to as “Contractor”) have entered into a contractual arrangement (hereinafter referred to as “Contract”), pursuant to which Contractor will provide the services to State and LEA’s,

WHEREFORE, the State and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

This Data Sharing Agreement (hereinafter referred to as “Agreement”), upon execution, shall supersede and replace all other Data Sharing Agreements that are in existence between the Louisiana Department of NAME OF CONTRACTOR.

### 1. Local Educational Agencies Stipulation

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to the Contractor. The Contractor hereby agrees, to be bound, vis-à-vis any and all such LEAs that unilaterally sign an addendum to this data sharing agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Contractor by such Louisiana LEAs.

### 2. Purpose of the Disclosure

INSERT PURPOSE

### 3. Data

The LEAs agree to provide Contractor with the following student-level data solely for the purposes of providing services as referenced above.

- DATA ELEMENTS

The LEA reserves the right to withhold any of the foregoing data if the LEA determines, in its sole discretion, that disclosure of such data would violate any provision of state or federal law.

#### **4. Confidentiality**

This Agreement is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and RS 17:3914. The Contractor hereby acknowledges that all documents which include information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and RS 17:3914 and therefore will not be disclosed by Contractor to any third party.

Contractor shall retain the original version of the data at a single location and shall not make a copy or extract of the data available to anyone except those who have a need for the data to perform the services referenced in the Contract. Contractor shall maintain the data, whether in hard copy or electronic form, in an area that has limited access only to Contractor's authorized personnel. Contractor shall not permit removal of the data from the limited access area. Contractor will ensure that access to the data maintained on computer files or databases is controlled by password protection. Contractor shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Contractor shall maintain all printouts, discs, or other physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use. Contractor shall, under supervision of the LEA, destroy the data provided to Contractor, including all copies, whether in electronic or hard copy form, when the services referenced in Contract are completed or this Agreement is terminated, whichever occurs first.

#### **5. Restrictions on Use**

Contractor shall not use the data for any purpose not expressly permitted in this Agreement. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data or information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity traceable.

#### **6. Indemnification**

Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the State.

Contractor shall defend, indemnify and hold harmless any LEA and any and all of the LEA's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the LEA.

#### **7. Ownership**

Any reports or records containing data delivered or transmitted to the Contractor by the State and/or obtained or prepared by Contractor for the State pursuant to this Agreement shall become the property of the State, and shall, upon request, be provided or returned by Contractor to the State. Any documents, materials, and/or products created or developed by Contractor under this Agreement for the State shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work

made for hire, and the contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor for the State in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit.

Any reports or records containing data delivered or transmitted to the Contractor by an LEA and/or obtained or prepared by Contractor for an LEA pursuant to this Agreement shall become the property of the LEA, and shall, upon request, be provided or returned by Contractor to the LEA. Any documents, materials, and/or products created or developed by Contractor under this Agreement for an LEA shall be the property of the LEA. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the LEA any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor for the LEA in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit.

## **8. Audits**

Pursuant to in La. R.S. 17:3914, the Contractor shall permit the State, LEA, or its authorized representatives to carry out security or audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with the State and LEAs. The State, LEA, or its authorized representatives shall have access at all reasonable times on working days during working hours at Contractor's business premises to Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Agreement that are necessary for the State to carry out such security and audit checks. No person or entity will access PII except as authorized by law.

## **9. Security Breach**

As used in this Contract "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of personally-identifiable student information or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of personally-identifiable student information, or receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Contract relating to such privacy practices.

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further security breach at Contractor's expense in accordance with standard industry practices and applicable law.

Contractor shall:(i) provide the State and LEA with the name and contact information for an employee of Contractor who shall serve as the State's and LEA's primary security contact and shall be available to assist State and LEA twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling obligations associated with a security breach; (ii) immediately notify State and LEA via email, SMS text, and telephone once the Contractor becomes aware of a security breach; and

Immediately following Contractor's notification to the State and LEA of a security breach, the Contractor, the State, and the LEA shall coordinate with each other to investigate the security breach. Contractor agrees to fully cooperate with State and LEA in their handling of the matter, including, without limitation:

(i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required by the State and LEA and (v) providing any notices to persons or organizations affected by the security breach as required by law and as required by the State or LEA.

## **10. Term of Agreement**

This Agreement shall begin on DATE and shall terminate on DATE. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

## **11. Termination for Convenience**

The State may terminate this Agreement at any time by giving Contractor and LEAs written notice of such termination.

## **12. Assignment of Contract**

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State.

## **13. Jurisdiction, Venue and Governing Law**

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Exclusive jurisdiction and venue for any and all suits between the LEA and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the appropriate Louisiana State District Court, in the Parish in which the LEA is domiciled.

Exclusive jurisdiction and venue for any and all suits among the Contractor, the State, and one or more LEAs arising out of, or related to, this Agreement shall be filed and adjudicated in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Contractor hereby waives any right to remove any suits between it and an LEA and/or the State to a federal court.

The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

## **14. Survival**

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein.

***THUS DONE AND SIGNED*** at Baton Rouge, Louisiana, on the day, month and year first written below.

***IN WITNESS WHEREOF***, the parties have executed this Agreement as of this XX day of MONTH,  
YEAR.

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John C. White  
State Superintendent of Education

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Contractor

**SAMPLE**  
**ADDENDUM TO DATA SHARING AGREEMENT BETWEEN THE LOUISIANA STATE**  
**DEPARTMENT OF EDUCATION AND \_\_\_\_\_\***

The \_\_\_\_\_ School Board (School Board) hereby executes, through its authorized representative, this addendum to the data sharing agreement between the Louisiana State Department of Education and ***entity listed in MOU that this addendum will accompany*** (the Agreement) in order to invoke the stipulation contained in the Agreement which, upon unilateral execution of this addendum by School Board, binds the ***entity listed in MOU that this addendum will accompany*** to all the terms and conditions of the Agreement with respect to any and all student data provided directly to ***entity listed in MOU that this addendum will accompany***. Nothing herein shall in any way affect or prejudice the Louisiana Department of Education in its exercise of any rights granted to it under the Agreement.

\_\_\_\_\_  
Signature of School Board's Authorized Representative

\_\_\_\_\_  
Printed Name of School Board's Authorized Representative

\_\_\_\_\_  
Date

\*The document would be used in conjunction with the MOU (page 161) included within this RFP.